Tuesday, September 2, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
Tuesday, September 2, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Large Conference Room
Government Center

1. CALL TO ORDER
2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING
3. NEW BUSINESS

| Subject | A. A Resolution authorizing the Mayor to execute an agreement with Sam Hall & Sons, Inc. in the amount of $314,036.04 for Tobesofkee Marina Pavement Rehabilitation |
| Meeting | Sep 2, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING |
| Category | 3. NEW BUSINESS |
| Access | Public |
| Recommended Action | Committee of the Whole recommends approval |

4. ADJOURNMENT
Tuesday, September 2, 2014
MACON-BIBB COUNTY REGULAR COMMISSION MEETING

6:00 P.M.
Commission Chamber
Government Center

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES

Subject  A. Pre-Commission Meeting of August 19, 2014
Meeting  Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  4. APPROVAL OF MINUTES
Access  Public
Type  Minutes

File Attachments
8-19-2014 Pre Commission Meeting.pdf (206 KB)

Subject  B. Regular Commission Meeting on August 19, 2014
Meeting  Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  4. APPROVAL OF MINUTES
Access  Public
Type  Minutes

File Attachments
8-19-2014 Regular Commission Meeting.pdf (425 KB)

5. INVITED GUESTS
6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES

Subject  A. Operations and Finance
Meeting  Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  7. REPORTS FROM COMMITTEES
Access  Public

https://www.boarddocs.com/ga/maconbibb/Board.nsf/Private?open&login
Subject: B. Economic and Community Development
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: C. Public Safety
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: D. Facilities and Engineering
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

S. CONSENT AGENDA

Subject: A. New alcoholic beverage license for JBK Southern, Inc. d/b/a Lazy Dog Growler located at 488 First Street
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 8. CONSENT AGENDA
Access: Public
Type: Action (Consent)
Recommended Action: Commission Approval

File Attachments:
- alcoholic beverage lic Lazy Dog Growler.pdf (1,673 KB)

Subject: B. New alcoholic beverage license for RARE Hospitality International, Inc. d/b/a LongHorn Steakhouse #5027 located at 3072 Riverside Drive
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 8. CONSENT AGENDA
Access: Public
Type: Action (Consent)
Recommended Action: Commission Approval
**Subject**  
C. New alcoholic beverage license for Recess located at 469 Broadway  

**Meeting**  
Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING  

**Category**  
8. CONSENT AGENDA  

**Access**  
Public  

**Type**  
Action (Consent)  

**Recommended Action**  
Commission Approval  

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**File Attachments**  
alcoholic beverage lic LongHorn Steakhouse.pdf (1.592 KB)  
alcoholic beverage lic Recess.pdf (1.732 KB)  

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**9. OLD BUSINESS**  

**Subject**  
A. A Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract  

**Meeting**  
Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING  

**Category**  
9. OLD BUSINESS  

**Access**  
Public  

**Type**  
Action  

**Recommended Action**  
Operations and Finance Committee recommends approval  

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**File Attachments**  
8-26-2014 - Res Execute First Amendment 2011 SPLOST.pdf (1.231 KB)  

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**Subject**  
B. A Resolution authorizing the Mayor to execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street  

**Meeting**  
Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING  

**Category**  
9. OLD BUSINESS  

**Access**  
Public  

**Type**  
Action  

**Recommended Action**  
Operations and Finance Committee recommends approval  

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**File Attachments**  
8-26-2014 - Res DFACS Rent agreement $1247145 00.pdf (1.257 KB)
Subject: C. A Resolution authorizing the Mayor to execute an agreement for the purchase of a 2014 Wheel Loader with a bucket attachment for use by the Public Works Department

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
8-26-2014 - Res purchase of 2014 Wheel Loader with Bucket.pdf (2.967 KB)

Subject: D. A Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Crew Cab Patch truck for use by the Facilities Management Department

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:

Subject: E. A Resolution authorizing the Mayor to execute an agreement to purchase two 2015 F-250 trucks with SWAB Animal Transport Body for use by the Animal Welfare Department in the amount of $75,300 to be paid from SPLOST funds

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
8-26-2014 - Res Two F-250 Trucks Animal Welfare $75300.00.pdf (6.705 KB)

Subject: F. A Resolution to amend the Macon-Bibb County Government Policies and Procedures Manual's Section 6.12, Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Subject G. A Resolution to appoint Derrick M. Catlett, Jean M. Bragg and Valerie R. Bradley and to re-appoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission

Meeting Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Economic and Community Development Committee recommends approval

File Attachments

Subject H. A Resolution authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000

Meeting Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Economic and Community Development Committee recommends approval

File Attachments
8-26-2014 - Res Appoint and Re-Appoint Keep Macon-Bibb Beautiful.pdf (2,954 KB)

Subject I. A Resolution authorizing the investigation of the feasibility for the marketing, sale, and/or participation in a Public-Private partnership involving the Government Center Annex for the purpose of creating a Mixed Use Development Project

Meeting Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
**J. A Resolution authorizing the Mayor to execute an agreement for extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street**

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

**Subject**

**K. A Resolution authorizing the Mayor to execute an agreement of extension with River Edge Behavioral Health Center for lease of office space located at 175 Emery Highway**

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

**Subject**

**L. A Resolution authorizing the Mayor to execute an agreement with NewTown Macon, Inc. to facilitate a concert at 448 Mulberry Street**

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

**Subject**

**Recommended Action**

Economic and Community Development Committee recommends approval

**File Attachments**

- Res - Amendment Gov Annex sale or market.pdf (121 KB)

- 8-26-2014 - Res Agrmt of Extension Houston WIC 456 Oglethorpe (1).pdf (1,764 KB)

- 8-26-2014 - Res Agrmt of Extension River Edge Health 175 Emery.pdf (2,020 KB)

- 8-26-2014 - Res Agrmt Newtown MAcon concert 448 Mulberry.pdf (540 KB)
Subject: M. A Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Municipal Court
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Public Safety Committee recommends approval

File Attachments
8-26-2014 - Res Provider for Probation Services.pdf (571 KB)

Subject: N. An Ordinance to revise Chapter 7, Section 2, Division II of the Inaugural Code of Ordinances regarding the requirements of an alarm company to obtain a business license and penalties related to the operation thereof
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Public Safety Committee recommends approval

File Attachments
8-26-2014 - Ord revise Sec 2 Inaugural Code.pdf (936 KB)

Subject: O. A Resolution authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22 (also known locally as Eisenhower Parkway) and Knoxville Road
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments
8-26-2014 - Res DOT Install Roundabout Route 22.pdf (914 KB)

Subject: P. A Resolution accepting the dedication of a public road known as Liberty Estates Drive located in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County
Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

https://www.boarddocs.com/ga/maconbibb/Board.nsf/Private?open&logIn
7/11
Q. A Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Transit Authority for the transfer of ownership, interest and access rights to the property located adjacent to the Terminal Station Building, commonly known as the Causey Property

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Subject:

R. A Resolution authorizing the Mayor to execute an agreement of extension with the State Properties Commission on behalf of the Department of Veterans Service for lease of office space located at 653 Second Street

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Subject:

S. A Resolution authorizing the Mayor to execute an agreement of extension with the Macon-Bibb County Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Subject: T. A Resolution authorizing the Mayor to execute a Right-of-Way Encroachment Consent Agreement between Macon-Bibb County and Georgia Power Company for the Ocmulgee Heritage Trail

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- 8-26-2014 - Res Agrmt of Extension EOC 653 Second Street.pdf (1,366 KB)

Subject: U. A Resolution authorizing the Mayor to grant an encroachment to Epitome Real Estate, Inc. at 667 Arch Street totaling 3,402 sq. ft. for the fair market price of $5.00 per sq. ft. or $17,000

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- 8-26-2014 - Res Encroachment Ocmulgee Heritage..pdf (1,527 KB)

Subject: V. An Ordinance to revise Chapter 22, Section 22-103 of the Inaugural Code of Ordinances regarding the requirements to obtain a landfill user permit

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- 8-26-2014 - Ord revise Sec 22-103 Inaugural Code.pdf (1,395 KB)
10. NEW BUSINESS

Subject: A. A Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Facilities and Engineering Committee

File Attachments
- 8-26-2014 - Res Transfer 4664 Sheraton Drive.pdf (571 KB)

Subject: B. A Resolution authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
- Res Elected Officials Workers' Compensation.pdf (2,257 KB)

Subject: C. A Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for State allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant (LMIG)

Meeting: Sep 2, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended: Refer to Facilities and Engineering Committee
Action

File Attachments
Res DOT Funds for 2015 maintenance.pdf (1.715 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
August 19, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on
August 19, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine H. Lucas

Commission Members Absent

Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.

Staff Present

Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones, Sr. Assistant County Attorney
Opie Bowen – Assistant County Attorney
Reggie McClendon – Assistant County Attorney
Shelia Thurmond – Clerk of Commission
Charles Coney – Assistant County Manager (Operations)
Steve Layson – Assistant County Manager (Infrastructure)
Julie Moore – Assistant to County Manager
Chris Floore – Assistant to County Manager – Public Affairs
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator

News Media Present

Jim Gaines – The Telegraph
Anita Oh – 13 WMAZ
Malcolm Johnson – 41 WMGT

Visitors Present

Bud Fletcher
Britney Childs, Industrial Authority
Duke Groover, Attorney
The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert.

The Mayor stated, in addition to reviewing tonight's Regular Commission Meeting Agenda, there would be an Executive Session with Outside Counsel to discuss real estate acquisition and pending litigation at the end of this meeting. Mayor Reichert further stated he anticipated a motion and vote on the real estate matter, depending on the results of the Executive Session, under Old Business (as item DD) at tonight's Regular Commission meeting.

Mayor Reichert asked Commissioner Bechtel, Operations and Finance Committee Chairman, to convene and Chair the third and final Public Hearing on the Tax Millage Rate as part of his Committee's Called Meeting scheduled at 6:00 P.M., and to call for a vote of his Committee for approval. The Tax Millage Rate would then be voted on at the beginning of Old Business at tonight's meeting.

The Mayor reviewed the agenda items for tonight's Regular Commission Meeting at 6:30 P.M.

AGENDA ITEMS

PRAYER

A. Rev. Mike Fuller of Midway Baptist Church

APPROVAL OF MINUTES

A. Pre-Commission Meeting on August 5, 2014
B. Regular Commission Meeting on August 5, 2014

INVITED GUESTS

None

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs be prepared to give their Committee reports.

A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee
D. Facilities and Engineering Committee
CONSENT AGENDA

A. New Alcoholic Beverage License for Riverside Food Mart located at 2840 Riverside Drive
B. New Alcoholic Beverage License for Bobby Food Mart II located at 845 Bowman Street
C. New Alcoholic Beverage License for Moe’s Southwest Grill located at 6255 Zebulon Road

OLD BUSINESS

A. Pending approval of the Operations and Finance Committee: Ordinance for the establishment of Taxing Districts, providing for the levy, assessment, and collection of taxes for Macon-Bibb County, Georgia within such Districts for the calendar year 2014, and establishing millage rates for said purposes at 14.652 mills for the Macon-Bibb County Tax District and 4.85 mills for Macon City Tax District

B. Approval of Retirements: Doug Furney – Tobesofkee (31 years and 4 months), Charles Martin – Public Works Department (22 years and 8 months), and Sergio Hardy – Sheriff’s Department (22 years and 5 months).

Mayor Reichert asked the Commission if items C-Q, which were voted on as a group in the Operations and Finance Committee, could be voted on all together at tonight’s meeting with only the amount and agency names being read for each item.

C. Resolution to appropriate $75,000 for FY 2015 in support of the Georgia Sports Hall of Fame

D. Resolution to appropriate $95,000 for FY 2015 in support of the Keep Macon-Bibb Beautiful Commission

E. Resolution to appropriate $96,000 for FY2015 in support of the Douglass Theatre

F. Resolution to appropriate $237,500 for FY2015 in support of the Museum of Arts and Sciences

G. Resolution to appropriate $633,400 for FY2015 in support of the Macon-Bibb County Board of Health

H. Resolution to appropriate $2,785,700 for FY2015 in support of the Middle Georgia Regional Library and $10,000 of in kind services in support of the Bookmobile

I. Resolution to appropriate $171,900 for FY2015 in support of the Middle Georgia Regional Commission

J. Resolution to appropriate $2,751,000 ($2,434,000 in support of the Transit Authority and $317,000 in support of ParaTransit) for FY2015 in support of the Macon-Bibb County Transit Authority

K. Resolution to appropriate $425,000 for FY2015 in support of the River Edge Behavioral Health Center
L. Resolution to appropriate $67,500 for FY2015 in support of the Historic Hills & Heights Development Corporation

M. Resolution to appropriate $880,900 for FY2015 in support of the Macon-Bibb County Planning and Zoning Commission

N. Resolution to appropriate $237,500 for FY2015 in support of the Tubman Museum

O. Resolution to appropriate $202,400 for FY2015 in support of the Macon-Bibb County Land Bank Authority

P. Resolution to appropriate $850,000 for FY2015 in support of the Bibb County Department of Family and Children Services

Q. Resolution to appropriate $424,600 for FY2015 in support of the Macon-Bibb County Industrial Authority

R. Resolution authorizing and directing the Administration to seek proposals to undertake a comprehensive Blight Study

S. Resolution to authorize further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan

T. Resolution authorizing the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of $299,994 with funding from the Home Investment Partnership Program to construct a sustainable group home at 880-882 Schaeffer Place

U. Resolution approving continued participation in the “Heartbeat Incentive Program” whereby Mixed Use Developments may be granted reduced or eliminated property taxes

V. Ordinance to revise Chapter 5, Section 5-12 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for offenses regarding the care and control of licensed or permitted animals, mandating court appearance for the third and fourth offenses under this section, and adding a fee to fund animal welfare education expenses

W. Ordinance to revise Chapter 5, Section 5-13 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of abandoning a domesticated animal

X. Ordinance to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct

Y. Resolution accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower Parkway in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County
The Mayor stated the road acceptance would be subject to final approval by the County Engineer's Office. Final approval by the County Engineer's office is contingent upon road repairs being made before acceptance.

Z. Resolution authorizing the Mayor to execute an agreement with C. W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services

AA. Resolution authorizing the Mayor to execute an agreement with Wornack Paving, Inc. in the amount of $65,076.45 for landfill entrance rehabilitation

BB. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between Macon-Bibb County and the Macon Water Authority to serve as the County’s agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds

CC. Ordinance amending Chapter 29 Article VIII and Chapter 29 Article IX of the Drainage and Paving Districts Section of the Code of Ordinances to include guidelines for special sanitary sewerage districts and setting forth uniform procedures for the creation of said districts; to amend Chapter 29 Article IX to reflect the current water system ordinances; to add Chapter 29 Article X to reflect the current residential street lighting ordinances

NEW BUSINESS

The Mayor stated all New Business items would be referred to Committees for action.

EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session to discuss real estate acquisition and pending litigation with Outside Counsel.

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried unanimously, the Commission went into Executive Session at 5:20 P.M.


Commissioner Tillman was absent.

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried unanimously, the meeting was re-opened.


Commissioner Tillman was absent.
ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:45 p.m.

______________________________
Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
August 19, 2014 – 6:30 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on August 19, 2014 at 6:30 P.M. in the Commission Chamber at Government Center.

Commission Members Present:

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivens, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present:

Dale Walker -- County Manager
Judd Drake -- County Attorney
Crystal Jones, Sr. Asst. County Attorney
Opie Bowen -- Asst. County Attorney
Reggie McClendon -- Asst. County Attorney
Chris Floore -- Assistant to County Manager
Julie Moore -- Assistant to County Manager
Robert Faulkner -- Judge, Municipal Court
Sheila Thurmond -- Clerk of Commission
Steve Layson -- Asst. Co. Mgr - Infrastructure
Jean S. Howard -- Asst. Clerk of Commission
Janice Ross -- Training & Events Coordinator
Trae McCombs -- Public Affairs
Kevin Barrere -- Public Affairs

Guests in Attendance

June Parker
Susan Welsh
Leroy Thomas

News Media Present

Jim Gaines -- The Telegraph
Anita Oh -- 13 WMAZ
Malcolm Johnson -- WGXA FOX 24
Ron Wildman -- 58 WPGA

CALLED TO ORDER

The meeting was called to order by Mayor Robert A. B. Reichert.

PRAYER

The prayer was rendered by Rev. Mike Fuller of Midway Baptist Church

PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES

A. Pre-Commission Meeting on August 5, 2014
B. Regular Commission Meeting on August 5, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on August 5, 2014 were approved as presented.


INVITED GUESTS

Reverend Mike Fuller of Midway Baptist Church was invited to render the prayer for tonight’s Regular Commission Meeting.

The Mayor asked for a motion to amend the agenda to add item DD under Old Business, which is a Resolution discussed during tonight’s Executive Session for the purchase of property at 656 Emery Highway

ACTION:

On motion of Commissioner Mallory Jones, III, seconded by Commissioner Larry Schlesinger, and carried unanimously, the agenda was amended to add item DD under Old Business was approved.


PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, August 12, 2014 and recommended approval of the following:
• Appropriations for FY2015 for items C-Q on tonight’s agenda.

• Transfer of $57,000 from Georgia Power lawsuit to the Road Improvement Program for acquisition of property for the Jeffersonville Road Project.

• Approved the Ordinance for the establishment of Taxing Districts, providing for the levy, assessment, and collection of taxes for Macon-Bibb County for calendar year 2014, and establishing millage rates for said purposes at 14.652 Mills for the Macon-Bibb County Tax District and 4.85 Mills for the Macon City Tax District and tonight concluded the three Public Hearings held on the Tax Millage Rate.

Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, August 12, 2014 and recommended approval of the following:

• Authorized and directed the Administration to seek proposals to undertake a comprehensive blight study.

• Authorized further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan.

• Authorized the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of $299,994 with funding from the Home Investment Partnership Program to construct a sustainable group home at 980-982 Schaffer Place

• Macon-Bibb County’s continued participation in the “Heartbeat Incentive Program” whereby proposed Mixed Use Developments in the Urban Redevelopment Area maybe granted the benefit of reduced or eliminated property taxes according to the applicable savings schedule through the use of “Payment In Lieu of Taxes” (PILOT) transactions administered by the Macon-Bibb County Urban Development Authority.

Public Safety Committee

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on August 12, 2014 and recommended approval of the following:

• A revision to the Code of Ordinances Chapter 5: Animals for an increase in the fees charged by Macon-Bibb County Animal Welfare for offenses:

  A. Regarding the care and control of licensed or permitted animals
  B. The abandonment of domesticated animals
  C. The tethering and transport of animals

In addition, a $5.00 assessment will be charged for each offense which will be used for mandated continuing education requirements for the Animal Welfare Department staff.
Facilities and Engineering Committee

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on August 12, 2014 and recommended approval of the following:

- Parkway Plaza was accepted as a public road subject to final repairs being made.
- Authorized the Mayor to execute an agreement with C. W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services.
- The Mayor was authorized to execute an agreement with Womack Paving Inc. in the amount of $65,076.45 for the landfill entrance rehabilitation.
- The Mayor was authorized to execute an Intergovernmental Agreement between Macon-Bibb County and the Macon Water Authority to serve as the County’s agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds.
- The Ordinance amending Chapter 29, Article VIII and Chapter 29, Article IX of the Drainage and Paving Districts section of the Code of Ordinances of Macon-Bibb County to include guidelines for Special Sanitary Sewerage Districts, to amend Chapter 29, Article IX to reflect the current water system Ordinances, to add Chapter 29, Article X to reflect the current residential street lighting Ordinances.

CONSENT AGENDA

A. New alcoholic beverage licenses for the following establishments: (A) Riverside Food Mart located at 2840 Riverside Drive, (B) Bobby Food Mart II located at 845 Bowman Street, and (C) Moe’s Southwest Grill located at 6255 Zebulon Road.

ACTION:


OLD BUSINESS

A. Ordinance for the establishment of Taxing Districts, providing for the levy, assessment, and collection of taxes for Macon-Bibb County for calendar year 2014, and establishing millage rates for said purposes at 14.65 mills for the Macon-Bibb County Tax District and 4.85 mills for Macon City Tax District.

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission providing for the establishment of taxing districts, providing for the levy, assessment, and collection of taxes for Macon-Bibb County, Georgia within such districts for the calendar year 2014, and establishing millage rates for said purposes at 14.65 mills for the Macon-Bibb County Tax District and 4.85 mills for the Macon City Tax District; and for other lawful purposes.
ACTION:


B. Approval of Retirements: Doug Furney -- Tobesofkee (31 years and 4 months), Charles Martin -- Public Works Department (22 years and 8 months), and Sergio Hardy -- Sheriff's Department (22 years and 5 months).

ACTION:


Mayor Reichert stated items C-Q are all appropriated sums of money approved in the 2015 Budget. The Operations and Finance Committee also approved the individual contracts with the associated outside agency, and that it would be the Chair's recommendation that they be voted on in bloc unless a Commissioner deemed one of the items needed to be voted on separately. There were no objections to the items being voted on in bloc.

The Mayor read items C-Q:

C. Resolution to appropriate $75,000 in support of the Georgia Sports Hall of Fame

D. Resolution to appropriate $95,000 in support of the Keep Macon-Bibb Beautiful Commission

E. Resolution to appropriate $96,000 in support of the Douglass Theatre

F. Resolution to appropriate $237,500 in support of the Museum of Arts and Sciences

G. Resolution to appropriate $633,400 in support of the Macon-Bibb County Board of Health

H. Resolution to appropriate $2,785,700 in support of the Middle Georgia Regional Library and $10,000 of In Kind Services in support of the Bookmobile

I. Resolution to appropriate $171,900 in support of the Middle Georgia Regional Commission

J. Resolution to appropriate $2,751,000 ($2,434,000 in support of the Transit Authority and $317,000 in support of ParaTransit) in support of the Macon-Bibb County Transit Authority

K. Resolution to appropriate $425,000 in support of the River Edge Behavioral Health Center
L. Resolution to appropriate $67,500 in support of the Historic Hills & Heights Development Corporation

M. Resolution to appropriate $880,900 in support of the Macon-Bibb County Planning and Zoning Commission

N. Resolution to appropriate $237,500 in support of the Tubman Museum

O. Resolution to appropriate $202,400 in support of the Macon-Bibb County Land Bank Authority

P. Resolution to appropriate $850,000 in support of the Bibb County Department of Family and Children Services

Q. Resolution to appropriate $424,600 in support of the Macon-Bibb County Industrial Authority

**ACTION:**


R. Resolution authorizing and directing the Administration to seek proposals to undertake a comprehensive Blight Study

**ACTION:**

- *Clerk read by caption:  A Resolution of the Macon-Bibb County Commission authorizing and directing the Administration to seek proposals to undertake a comprehensive Blight Study; and for other purposes.*

S. Resolution to authorize further necessary investigation and action to secure revenue bond allocations for the Macon-Bibb County expanded areas of the 2014 Urban Redevelopment Plan

**ACTION:**

- *Clerk read by caption:  A Resolution of the Macon-Bibb County Commission to authorize further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan; and for other purposes.*
• **Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

T. Resolution authorizing the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of $299,994 with funding from the Home Investment Partnership Program to construct a sustainable group home at 980-982 Schaffer Place.

• **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of two hundred ninety nine thousand nine hundred ninety-four dollars ($299,994.00) with funding from the Home Investment Partnership Program to construct a sustainable group home at 980-982 Schaffer Place; and for other purposes.

**ACTION:**

• **Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

U. Resolution approving continued participation in the “Heartbeat Incentive Program” whereby Mixed Use Developments may be granted reduced or eliminated property taxes.

• **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission approving Macon-Bibb County’s continued participation in the “Heartbeat Incentive Program” whereby proposed Mixed Use Developments in the Urban Development Area may be granted the benefit of reduced or eliminated property taxes according to the applicable savings schedule through the use of “Payment in Lieu of Taxes” (“Pilot”) transactions administered by the Macon-Bibb County Urban Development Authority; and for other purposes.

**ACTION:**

• **Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

V. Ordinance to revise Chapter 5, Section 5-12 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for offenses regarding the care and control of licensed or permitted animals, mandating court appearance for the third and fourth offenses under this section, and adding a fee to fund animal welfare education expenses.

• **Clerk read by caption:** An Ordinance of the Macon-Bibb County Commission to revise Chapter 5, Section 5-12 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for offenses regarding the care and control of licensed or permitted animals, mandating court appearance for the third and fourth offenses under this section, and adding a fee to fund
animal welfare education expenses; to provide an adoption and effective date; and to provide for other lawful purposes.

ACTION:


W. Ordinance to revise Chapter 5, Section 5-13 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of abandoning a domesticated animal

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to revise Chapter 5, Section 5-13 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of abandoning a domesticated animal; to provide an adoption and effective date; and to provide for other lawful purposes.

ACTION:


X. Ordinance to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct; to provide an adoption and effective date; and to provide for other lawful purposes.

Discussion: Commissioner Jones asked about the amount of the fee increases, and requested they be put on the County's website.
Commissioner Shepherd stated the fines as follows: for the first offense - $100, second offense - $300, third offense - $500, and the fourth or subsequent offense a minimum of $1,500 with a mandatory appearance in Municipal Court. In addition to the fines, a $5.00 fee for each offense would be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.
Commissioners: Tillman and Biving stated the public needed to be educated on the offense of tethering and its meaning.
Commissioner Shepherd stated prior to any tickets being issued and fees assessed, individuals would be educated and warned for any offense for which they were being cited.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry

Y. Resolution accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower Parkway in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower Parkway in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County; and for other purposes. Also, acceptance is subject to the final approval by the County Engineer that all repairs on the punch list have been made.

**ACTION:**


Z. Resolution authorizing the Mayor to execute an agreement with C. W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with C. W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services; and for other purposes.

**ACTION:**


AA. Resolution authorizing the Mayor to execute an agreement with Womack Paving, Inc. in the amount of $65,076.45 for landfill entrance rehabilitation

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Womack Paving Inc. in the amount of $65,076.45 for landfill entrance rehabilitation, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**


BB. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between
Macon-Bibb County and the Macon Water Authority to serve as the County's agent for for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Intergovernmental Agreement between Macon-Bibb County and the Macon Water Authority to serve as the County's agent for the design, procurement, construction, and completion of Storm Water Management projects and drainage improvements funded by SPLOST funds; and for other purposes.

**ACTION:**


CC. Ordinance amending Chapter 29 Article VIII and Chapter 29 Article IX of the Drainage and Paving Districts Section of the Code of Ordinances to include guidelines and special sanitary sewerage districts and setting forth uniform procedures for the creation of said districts

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission amending Chapter 29 Article VIII and Chapter 29 Article IX of the Drainage and Paving Districts Section of the Code of Ordinances of Macon-Bibb County to include guidelines for Special Sanitary Sewerage Districts and setting forth uniform procedures for the creation of said districts; to amend Chapter 29 Article IX to reflect the current water system Ordinances; to add Chapter 29 Article X to reflect the current residential street lighting Ordinances; and for other purposes.

**ACTION:**


DD. Resolution approving an agreement with Walthall Oil Company to purchase 666 Emory Highway for $75,000 subject to a satisfactory Environmental Phase I Statement being received

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving an agreement with Walthall Oil Company to purchase 656 Emory Highway Macon-Bibb County, Georgia for $75,000; and for other purposes.


- Commissioner Gary Bechtel abstained from voting - he is employed by the agency representing the seller.
NEW BUSINESS

A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Crew Cab Patch Truck for use by the Facilities Management Department

Referred To: Operations and Finance Committee

B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2014 Wheel Loader with a bucket attachment for the use by Public Works Department

Referred To: Operations and Finance Committee

C. Resolution authorizing the Mayor to execute an agreement of extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street

Referred To: Economic and Community Development Committee

D. Resolution authorizing the Mayor to execute an agreement of extension with the River Edge Behavioral Health Center for lease of office space located at 175 Emery Highway

Referred To: Economic and Community Development Committee

E. Resolution authorizing the marketing, sale and/or participation in a Public/Private Partnership involving the Government Center Annex for the purpose of creating a Mixed Use Development Project

Referred To: Economic and Community Development Committee

F. Resolution to appoint Derrick M. Catlett, Jean M. Bragg, and Valerie R. Bradley, and to reappoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission

Referred To: Economic and Community Development Committee

G. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Transit Authority for the transfer of ownership, interest, and access right to the property located adjacent to the Terminal Station building, commonly known as the Causey Property

Referred To: Facilities and Engineering Committee

H. Resolution accepting the dedication of a public road known as Liberty Estates Drive located in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County
Referred To: Facilities and Engineering Committee

I. Resolution authorizing the Mayor to execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street

Referred To: Operations and Finance Committee

J. Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract

Referred To: Operations and Finance Committee

K. Resolution authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000

Referred To: Economic and Community Development Committee

L. Resolution authorizing the Mayor to execute an Agreement of Extension with the State Properties Commission on behalf of the Department of Veterans Services for the lease of office space located at 653 Second Street

Referred To: Facilities and Engineering Committee

M. Resolution authorizing the Mayor to execute an Agreement of Extension with the Macon-Bibb County Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street

Referred To: Facilities and Engineering Committee

GENERAL PUBLIC COMMENTS

None

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:10 P.M.


Shelia Thurmond, CCC
Clerk of Commission

August 19, 2014
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  

Alcoholic Beverage Application Procedures and Instructions

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<td>Transfer of Ownership</td>
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<td>Change of Agent</td>
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<td>Manufacturer</td>
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**Applicant and/or Agent Information**

- **JBR Southern, Inc. dba Lazy Doc Grill**  
  488 1st St, Macon Ga 31201
- **Jeffre Kressin**  
  117 Island View Dr, Lizella, GA 31052
- **3-6-81**  
  Date of Birth
- **816**  
  Social Security Number
- **8-6-14**  
  Date of Application

**Applicant and/or Agent Information**

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license.

**Location Information**

6. Affidavit from the Macon-Bibb County Engineer’s Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

**Signature of Applicant and/or Agent Date**

[Signature]

[Date: 8-6-14]
Applicant Name: JEFFERY V KRESSIN
Business Name: JBK SOUTHERN, INC DBA LAZY DOG GROWLER.
Business Address: 488 FIRST STREET MACON, GA 31201

After investigation, I recommend that the license requested herein be ☑ Granted ☐ Denied

8-14-2019
Date

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners on this ______ day of __________, 20___

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied

on this ______ day of __________, 20___

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
PERMIT NO: 2014-00020459  DATE OF ISSUE: 7/15/2014

ISSUED TO NAME: Jeff Kressin/Beth Kressin

OWNER'S NAME: TRADING POST ON FIRST LLC

PROPOSED USE: Growler with onsite consumption & Retail, sale of supplies (LAZY DOG GROWLER)

ADDRESS OF PROPOSED USE: 488 First ST

STRUCTURE: EXISTING

MAP/PARCEL: Q0740403  ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and Subject to P&Z Commission RATIFICATION on 8-1-2014, approval is granted to operate a pint casks and growler re-fill station with retail sale of home brewing supplies in an existing commercial building. Approval is also subject to the requirements of the Macon-Bibb County Department of Health and the GA Department of Agriculture.

All exterior modifications, including, but not limited to, awnings and signage, are subject to approval by the Design Review Board. Signage and exterior modifications shall require separate Zoning permits.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/1/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: JaRanda Doveton

RECEIPT INFORMATION

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<td>TOTALS:</td>
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NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to ensure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.
MEASUREMENT FORM

Measured in a Straight Line from the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-128

APPLICANT: JEFFERY KRESSIN
PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES
BUSINESS LOCATION: 488 FIRST STREET
BUSINESS NAME: JBK SOUTHERN, INC. D/B/A LAZY DOG GROWLER

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building
   housing church, measured and found to be more than 300 ft.; library or branch, measured and
   found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school
   ground or college campus, measured and found to be more than 300 ft.

By: ________________________________
   David P. Fortson, Macon-Bibb County Engineer

Date: 8/8/14

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner's Office.
STATE OF GEORGIA, COUNTY OF BIBB


GEORGIA, BIBB COUNTY
[NOTICE OF INTENT TO]
[FILE REQUEST FOR]
[BEER, WINE, LICENSE]
[ON PREMISES, PACKAGED TO GO]

Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 30th day of July, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as JBK Southern Inc. dba Lazy Dog Growler., and located at 488 1st Street, Macon, GA 31201, this 21st day of July, 2014.

Jeffrey V. Kressin, Applicant
117 Island View Drive
Macon, GA 31202
#2950781: 7/23, 30#2948701: 7/12, 19, 26

SIGNED

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 30TH DAY OF JULY, 2014.

NOTARY PUBLIC, BIBB COUNTY, GEORGIA

Kelly Harris

120 Broadway • Macon, Georgia 31201
P.O. Box 4167 • Macon, Georgia 31208-4167
478-744-4246
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

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<th>New</th>
<th>Transfer of Location</th>
<th>Transfer of Ownership</th>
<th>Change of Agent</th>
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<td>[ ] Liquor Package</td>
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<td>[ ] Wine Package</td>
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RARE Hospitality International, Inc.  
Abba Longhorn Steakhouse #5027  
3072 Riverside Dr.  
Macon, GA 31210  
(478) 494-7844

Corporation and Trade Name:  
Business Address:  
Business Telephone:  

Nettie Edwards  
293 Belvidere Drive  
(478) 767-8576

Name of Applicant &/or Agent:  
Home Address:  
Home Telephone:  

Social Security Number:  
Date of Birth:  
Age:  
County of Residence:  

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer’s Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant &/or Agent Date

Nettie P. Edwards 8/5/19
OFFICE USE ONLY.

Applicant Name: NETTIE EDWARDS

Business Name: HOSPITALITY INTERNATIONAL, INC DBA LONGHORN STEAKHOUSE #5027

Business Address: 3072 RIVERSIDE DR MACON, GA 31210

After investigation, I recommend that the license requested herein be [ ] Granted [ ] Denied

8-14-2014

Date

[Signature]

Sheriff, Bibb County, Georgia

Petition is hereby [ ] Granted [ ] Denied by the Macon-Bibb County Board of Commissioners

on this ______ day of __________, 20____.

Clerk, Macon-Bibb County Commission

I recommend that the application be [ ] Granted [ ] Denied

on this ______ day of __________, 20____.

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 Southern Trust Bldg., 662 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7460   Zoning Office 478-751-7480   Fax 478-751-7448

PERMIT NO: 92-2104    DATE OF ISSUE: 10/16/1992
ISSUED TO: LONGHORN STEAKS, INC.
OWNERS NAME: SAME
PROPOSED USE: RESTAURANT W/ALCOHOL CUP
ADDRESS OF PROPOSED USE: 3072 RIVERSIDE DR

NEW BUILDING IN CITY
MAP NO: 05-1 DISTRICT: C-2
CODE: LOT: 107F

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:
As per application - no sign authorized by this permit.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 4/15/1993, THIS PERMIT IS NULL AND VOID.

APPROVED BY: Jean C. Brown

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED
MEASUREMENT FORM
Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: NETTIE EDWARDS
PROPOSED LICENSE: BEER, WINE, LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 3072 RIVERSIDE DRIVE
BUSINESS NAME: LONHORN STEAKHOUSE #5027

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an alcoholic treatment center, or a public library measured and found to be more than 300 ft.; school ground, school building, educational building, or college campus, measured and found to be more than 600 ft. (Sec 4-142 (a)) X Yes _No _Not Applicable

Licenses for the sale of packaged beer or wine at retail and not consumption on premises are excepted from such distance limitations. Licenses for a private club or for a restaurant or other food service establishment which has, as its primary function, the serving of food and the sale of alcoholic beverages for consumption the premises is exempt. (Sec 4-142(b))

2. For this package store the nearest corner of building housing place of business to nearest corner of building housing business location also licensed for the sale of distilled spirits is measured and found to be more than 1500 ft. (Sec 4-36 (4))
   _Yes _No X _Not Applicable

3. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions,
   _Yes X _No _Not Applicable

By: ________________________
David Fortson, Macon-Bibb County Engineer

Date: 8/5/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner’s Office.
EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PLOT OF LAND Lying and being in land lot 33 of District 13, of Bibb County, State of Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at a concrete monument located at the intersection of the southeasterly right-of-way line of Northside Drive with the southwesterly right-of-way line of Riverside Drive and running the same south 36 degrees 16 minutes 14 seconds east along said southeasterly right-of-way line of Northside Drive a distance of 411.93 feet to the point of beginning of the property herein described. From said point of beginning, running thence south 36 degrees 16 minutes 14 seconds east along the southeasterly right-of-way line of Northside Drive a distance of 300.4 feet to an iron pin found; running thence south 36 degrees 16 minutes 14 seconds west a distance of 200.0 feet to a point; running thence north 36 degrees 16 minutes 14 seconds west a distance of 200.0 feet to a point; running thence north 36 degrees 16 minutes 14 seconds east a distance of 200.0 feet to the point of beginning, being property shown as 0.47 acres on that certain plat of survey prepared for Del Webb Corporation, by Federer, Hoppert and Associates, Inc., bearing the certification of James W. Woolley, Georgia Registered Land Surveyor No. 1478, dated September 26, 1978.
Macon-Bibb County
Business Development Services
662 Cherry Street
Government Center Annex 5th Floor
P.O. Box 247 Macon, Georgia 31202-0247
Alcoholic Beverage Application Procedures and Instructions

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<td>Liquor</td>
<td>Beer Draft</td>
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Recess 469 Broadway Macon GA 31201-9731-7680
Corporation and Trade Name Business Address Business Telephone

Grenadet Drafts 481 Broadway Macon GA 31201-9731-7680
Name of Applicant and/or Agent Home Address Home Telephone

9-18 Bibb
Social Security Number Date of Birth Age?
County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

1. Copy of appropriate (A.) State application and (B.) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprint of applicant taken by the Bibb County Sheriff’s Office Central
   Records Unit (by appointment only).
   Applicant/agent MUST be a resident of Macon-Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant’s State of Georgia driver’s li

Location Information

7. Affidavit from the Macon-Bibb County Engineer’s Department.
8. Proof of Planning and Zoning compliance.
9. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree
   to abide by, observe and conduct my business according to the rules and regulations
   prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the
   State Department of Revenue.

Signature of Applicant and/or Agent Date
OFFICE USE ONLY

Applicant Name: GEORGETTE DRAFTS
Business Name: RECESS
Business Address: 469 BROADWAY MACON, GA 31201

After investigation, I recommend that the license requested herein be ☑ Granted ☐ Denied

8-14-2014
Date

Henderson Carmell
Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners on this ______ day of __________, 20____.

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied on this ______ day of __________, 20____.

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 Southern Trust Bldg., 682 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7450  Zoning Office 478-751-7450  Fax 478-751-7448

PERMIT NO: 14-0429  DATE OF ISSUE: 4/2/2014
ISSUED TO: DRAFTS, MATERRA
OWNERS NAME: HAL HARPER
PROPOSED USE: BAR & GRILL (RECESS) ALCOHOL CONSUMED ON PROP & FOOD
ADDRESS OF PROPOSED USE: 0469 BROADWAY

EXISTING BUILDING: IN CITY
MAP NO: R7-3  DISTRICT: CBD-1
CODE: 0359  LOT:

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:
Bar & Grill in an existing building as per application. Subject to Inspections and fees approval. Signage requires a Certificate of Appropriateness and separate zoning compliance. Food and alcohol COP.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 10/2/2014, THIS PERMIT IS NULL AND VOID.

APPROVED BY: Bridget Manson

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Planning & Zoning Commission.

MACON-BIBB COUNTY PLANNING & ZONING COMMISSION
682 CHERRY ST. - SUITE 900
MACON, GEORGIA 31201
(478) 751-7450

Thank You.
NO 067308

RETAIN THIS RECEIPT FOR YOUR RECORDS
MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: MATERRA DRAFTS

PROPOSED LICENSE: BEER, WINE, LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 469 BROADWAY (MLK)

BUSINESS NAME: RECESS

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an alcoholic treatment center, or a public library measured and found to be more than 300 ft; school ground, school building, educational building, or college campus, measured and found to be more than 600 ft. (Sec 4-142 (a))  X Yes  _ No  _ Not Applicable

Licenses for the sale of packaged beer or wine at retail and not consumption on premises are excepted from such distance limitations. Licenses for a private club or for a restaurant or other food service establishment which has, as its primary function, the serving of food and the sale of alcoholic beverages for consumption the premises is exempt. (Sec 4-142(h))

2. For this package store the nearest corner of building housing place of business to nearest corner of building housing business location also licensed for the sale of distilled spirits is measured and found to be more than 1500 ft. (Sec 4-36 (4))  _ Yes  _ No  X Not Applicable

3. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.  X Yes  _ No  _ Not Applicable

By: ________________________________
David Fortson, Macon-Bibb County Engineer

Date: 7/17/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner’s Office.
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

05/13/2014
05/20/2014

2946732 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE, LIQUOR LICENSE ON PREMISES -Pursuant
to the ordinance adopted by Mayor and Council on the 15th day of
August, 1979, notice is hereby given that on or after the 20th day
of May, 2014, the undersigned will apply to the City of Macon for
the issuance of a license at an establishment known as Recess, and
located at 469 Broadway, Macon, GA 31201, this 8th day of May,
2014. s/Georgette Drafts, Applicant 481 Broadway Macon, GA
31201 #2946732: 5/13, 20

SIGNED

Dianne Buck

Sworn to and subscribed before me this 20 day of MAY 2014.

Notary Public

A87 CHERRY ST. • MACON, GEORGIA 31201.
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO TRANSFER THE PARCEL OF PROPERTY AT 4664 SHERATON DRIVE TO THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County, as a successor to the former City of Macon, is the owner of the parcel of property located at 4664 Sheraton Drive in Macon-Bibb County, Georgia; and

WHEREAS, the former City of Macon purchased this parcel in 1978 for the purpose of housing the entity now known as the Advocacy Resource Center, formerly known as the Macon Association for Retarded Citizens; and

WHEREAS, the former City of Macon purchased the parcel in order for the property to be eligible for the Community Development Program; and

WHEREAS, the initial agreement between the former City of Macon and the former Association for Retarded Citizens mandated that the Association exercise management and control over the property for a period of twenty years, which has since expired; and

WHEREAS, the area surrounding the Advocacy Resource Center has become a vibrant commercial district with significantly increased contribution to Macon-Bibb County’s tax base; and

WHEREAS, it is the desire of Macon-Bibb County to transfer the property to the Urban Development Authority to be marketed and sold for the benefit of the County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute any and all documents necessary to transfer to the Urban Development Authority the parcel of property at 4664 Sheraton Drive to be marketed and sold.

SO RESOLVED this ____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
SHELIA THURMOND, CLERK OF COMMISSION
Routing/File Form

Document Type: □ Contract □ Deed □ Ordinance ☑ Resolution □ Grant □ Other
(Check one of the above document types)

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING ELECTED OFFICIALS OF MACON-BIBB COUNTY TO BE COVERED UNDER WORKERS' COMPENSATION; REPEALING RESOLUTIONS FOR PARTS OF RESOLUTIONS IN CONFLICT; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: __________________________

Total Contract Amount: __________________________

Administering Department or Officer:

Contractor(s):

Contract Start Date: ____________ Contract End Date: ____________

Funding Source(s): ____________

Automatic Renewals: _________ yes _________ no

Number of Renewals: ____________ Final Expiration Date: ____________

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Additional comments, instructions, etc.:

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION,
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING ELECTED OFFICIALS OF MACON-BIBB COUNTY TO BE COVERED UNDER WORKERS’ COMPENSATION; REPEALING RESOLUTIONS FOR PARTS OF RESOLUTIONS IN CONFLICT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, it is the policy of Macon-Bibb County to provide workers’ compensation coverage for all employees; and

WHEREAS, Macon-Bibb County wishes to ensure that while performing their elected duties, elected officials have coverage under Macon-Bibb County’s self-insured workers’ compensation policy to the extent that they are not otherwise covered under the State of Georgia’s Workers’ Compensation policy; and

WHEREAS, elected officials will include the Mayor, Commissioners, Sheriff, Clerk of Superior Court, Tax Commissioner, Coroner, Superior Court Judges, State Court Judges, Municipal Court Judge, Magistrate Court Judge, Probate Court Judge, District Attorney and Solicitor General; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED, by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that:

SECTION I: While performing their elected duties for only Macon-Bibb County, the Mayor; Commissioners; Sheriff; Clerk of Superior Court; Tax Commissioner; Coroner; Superior Court Judges; State Court Judges; Municipal Court Judge; Magistrate Court Judge; Probate Court Judge; District Attorney and Solicitor General shall be covered under the Workers’ Compensation laws of the State of Georgia as stated in O.C.G.A. § 34-9-1 et. seq. Said elected officials, or the purposes stated above, shall be covered under Macon-Bibb County’s self-insured workers’ compensation policy only to the extent that they are not otherwise covered under the State of Georgia’s Workers’ Compensation policy.

SECTION II: All resolutions or part of resolutions in conflict herewith are repealed.
NOW, THEREFORE, BE IT RESOLVED, that the Commission is authorized to accept the revised Workers' Compensation policy in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHELLA THURMOND, CLERK OF COMMISSION
Workers’ Compensation

SECTION I — GENERAL

A. Purpose:

To establish a guideline for the administration of workers’ compensation benefits, applicable to all compensable occupational injuries and diseases arising out of and in the course of employment with Macon-Bibb County, as defined under the Georgia Workers’ Compensation laws.

B. Definitions:

1. Employee: Any individual employed by Macon-Bibb County (not to include elected officials [unless a resolution is passed allowing], independent contractors or their employees, or specific groups as indicated in the Georgia Workers’ Compensation laws) on a full or part-time basis and those individuals for which Macon-Bibb County contractually accepts workers’ compensation liability.

2. Compensable Injury or Illness: An injury or illness that arises out of and in the course of the employment as defined by the Georgia Workers’ Compensation laws.

3. Workers’ Compensation System: Services, fees, and benefits that are required by law to be paid by Macon-Bibb County in regards to a compensable job-related injury/illness.

4. Supplemental Benefit: The use of an employee’s sick leave or vacation leave to make up the difference between State mandated workers’ compensation income benefits and the employee’s nominal gross salary. This benefit can be denied if the employee is not complying with Macon-Bibb County rules, regulations, and procedures regarding workers’ compensation.

5. Normal Gross Salary: For the use in the determination for supplemental benefits, normal gross salary is based on the normal regular hours the job is based upon which does not include any additional hours, overtime, etc. (i.e., 40 hours per week).

6. Disability: The inability of an employee to assume his/her regularly assigned job after sustaining a job-related injury/illness.

7. Panel of Physician: A list of specific medical providers as defined by the Georgia Workers’ Compensation laws whom Macon-Bibb County has chosen to provide medical care for compensable work-related injuries and illnesses. Risk Management shall be responsible for the developing and maintaining of a panel in compliance with the Workers’ Compensation laws.
8. **Authorized Treating Physician:** A medical provider that has been authorized by Macon-Bibb County Workers’ Compensation program to manage the medical aspect of a compensable injury or illnesses. This medical provider may arrange for consultations and referrals with other medical provider’s as allowed under the Georgia Workers’ Compensation laws.

9. **Referral Physician:** A medical provider in which the authorized treating physician has referred an employee for specific medical treatment for a compensable injury. A referral doctor cannot make a referral to another medical provider.

10. **Medical Dispensary:** A medical facility utilized by Risk Management in the management of workers’ compensation cases.

11. **First Aid:** The immediate medical aid given to an injured/ill person before the services of an authorized treating physician is or can be secured.

12. **Medical Emergency:** A life-threatening emergency arising as a result of a compensable job-related injury/illness. This is an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy. Once the emergency is over the employee must conform to the panel of physicians for medical treatment and work status.

13. **Maximum Medical Improvement:** Employee has reached a point in his/her medical recovery that the authorized treating physician has determined is the maximum improvement to expect.

14. **Risk Management Committee:** An oversight committee that provides Macon-Bibb County Risk Management with direction and guidance in the management of the Macon-Bibb County Workers’ Compensation Program.

C. **Applicability:**

All Macon-Bibb County employees as defined above.

**SECTION II - RESPONSIBILITY**

1. **Employees:**
   
   a) Employees should be aware of and follow all rules, regulations, policies, and procedures regarding working safety and what to do when an injury or accident occurs.

   b) An employee or his/her representative must give the employer (or employers’ agent, representative, foreman, or employee’s own supervisor) notice of the injury immediately on the occurrence of any accident, injury, or illness, or as
soon thereafter as practicable. Failure to do so could result in the loss of benefits based on criteria established by the Georgia Workers’ Compensation laws.

c) The employee is required to provide truthful and accurate information regarding any injury that he/she claims. Failure to do so can mean disciplinary action through Macon-Bibb County’s disciplinary process as well as through the State of Georgia Workers’ Compensation system.

d) Those employees who are witnesses to a job-related injury will fill out a witness statement upon request. Refusal to do so or falsifying of information is cause for disciplinary action.

e) Employees with information related to a workers’ compensation injury or accident shall provide this information to Risk Management.

f) All employees shall cooperate with any investigation conducted by Risk Management or at Risk Management’s request. Employees failing to cooperate are subject to disciplinary action.

g) Unless a true emergency, an employee shall first go to the Medical Dispensary for initial evaluation and for selection of a physician from the Workers’ Compensation Panel of Physicians if medical treatment is required. Within 48 hours after the initial evaluation and selection of a physician from the Workers’ Compensation Panel of Physicians if medical treatment is required, the employee shall then report to Risk Management to review the Workers’ Compensation Panel of Physicians, the employee’s Bill of Rights, and to confirm the employee’s physician selection.

h) When the Medical Dispensary is closed (weekends, holidays, nights) and treatment of the injury cannot wait, the employee may seek treatment from an emergency medical facility or med stop; however, the employee must follow up with the Medical Dispensary on the first day the Medical Dispensary is open to be set up with an authorized treating physician pursuant to Section II 1.(i)(g) above.

i) Employees shall attend all approved medical treatment.

j) Employees shall follow up through the Medical Dispensary after all doctor visits releasing employees to regular or restricted duty.

k) Employees released to work with restrictions shall report to his or her department for temporary light duty assignments.

l) If an employee has any concerns regarding working with restrictions and/or temporary light duty assignments, the employee shall report to Risk
Management to address those concerns.

2. Supervisors:

a) Assist an injured employee in getting medical treatment if needed.

b) Seek first aid treatment for an injured employee through the Medical Dispensary during normal operating hours and file required paperwork.

c) Remind employees of the workers’ compensation procedures and processes.

d) If an employee goes to the emergency room for treatment, the supervisor should inform the emergency room staff that the injured employee is a Macon-Bibb County employee and that follow-up care must be through an authorized workers’ compensation physician after the emergency treatment has ceased.

e) Inform the Department Head and Risk Management of an injury/illness or alleged injury/illness as a possible. Complete and file injury report with Risk Management within 24 hours. If an employee is hospitalized or a death occurs, notification to the Department Head and Risk Manager should immediately be made.

f) Assist Risk Management by conducting a thorough investigation and provide all information to Risk Management. This should be included with the initial report or sent separately to Risk Management within seven calendar days of the accident, injury or illness. If there are issues or concerns, these should be quickly communicated to Risk Management.

g) Assist Risk Management in any additional investigations that are determined to be necessary.

h) Ensure that work assignments do not exceed the work restrictions given to an employee as a result of a compensable injury.

i) Immediately report to Risk Management if an employee does not report to work when the employee has been released to regular or modified duty.

3. Department Heads:

a) Ensure that supervisors and employees know what to do when an injury occurs.

b) Ensure that supervisors and employees follow correct procedures for reporting job-related accidents, injuries, or illnesses.

c) Ensure that an injured employee is provided with first aid treatment or, if necessary, with emergency medical care.
d) Ensure that supervisors timely investigate job—related accidents/injuries/illnesses and report to Risk Management.

e) Assist Risk Management in investigating issues related to job-related accidents, injuries, and illnesses.

f) Where necessary take appropriate steps to ensure that the cause of the accident is corrected as soon as possible to prevent recurrence.

g) Provide temporary light duty for employees that have been given temporary work restrictions.

h) Cooperate with Risk Management in returning employees with permanent work restrictions to a permanent position.

i) Coordinate with Risk Management on any disciplinary action regarding an employee who is out or on work restrictions due to a work-related injury.

4. Risk Management:

a) Administer all aspects of the Macon-Bibb County’s Workers’ Compensation Program to include but not limited to budget, medical treatment coordination, communication with medical provider, claims handling, legal issues, mediation, settlements, return to work, records, etc.

b) Continuously monitors all phases of the Workers’ Compensation Program to ensure complete compliance with the Georgia Workers’ Compensation laws and compliance with the purpose and intent of this guideline.

c) Work with departments in regards to workers’ compensation, safety, health, loss control, and accident prevention.

d) Develop and maintain a valid panel of physicians in compliance with the Georgia Workers’ Compensation laws.

e) If medical treatment is required for a job-related accident, injury, or illness, meet with the employee to review the Workers’ Compensation Panel of Physicians and the Bill of Rights, and also to confirm an employee’s physician selection, within 48 hours after the employee’s initial evaluation and selection of a physician from the Workers’ Compensation Panel of Physicians at the Medical Dispensary.

f) Upon investigation of a claim where emergency medical treatment was provided, determine if the reason for emergency care is due to compensable job-related injury or illness.
g) Ensure that employees, supervisors and department heads comply with procedures relative to Workers’ Compensation.

h) Coordinates the return to work status of Macon-Bibb County’s workers’ compensation cases. Risk Management may seek advice and assistance from the authorized treating physician, rehabilitation specialist, Workers’ Compensation attorney, Medical Dispensary, Human Resources Department, Department Heads, and employee.

5. Medical Dispensary:

a) Provides first aid treatment to employees that have sustained a job-related injury or illness.

b) Assists employee’s in seeking emergency medical treatment.

c) Assist employees in seeking initial medical treatment from Authorized Treating Physician for a compensable job-related injury or illness.

d) Must provide panel of physicians to all employees if continued medical treatment is necessary.

e) Informs Risk Management in writing of all known job-related injuries/illnesses.

f) Provides Risk Management with information regarding all visits to the Medical Dispensary related to compensable job-related injury or illness.

g) Provides documentation to employees to take to their departments regarding any work restrictions related to a compensable job-related injury.

h) Provides Risk Management with documentation regarding drug and alcohol tests related to job-related injury or illness and vehicle accidents.

i) Upon request assists Risk Management with medical coordination and case management of Macon-Bibb County’s workers’ compensation cases.

6. Clearance to Return to Work (Workers’ Compensation Cases Only):

a) For minor injuries or illnesses that require no treatment from the Medical Dispensary, an emergency room, or an authorized physician, the employee may return directly to work. The employee’s Department may send the employee to the Medical Dispensary for clearance.

b) For minor injuries or illnesses that require only minor first aid treatment through the Medical Dispensary, the employee will return to the Department with clearance documentation from the Medical Dispensary establishing the
ability to return to work.

c) For injuries treated by a workers’ compensation authorized physician, the authorized treating physician will make a medical determination of the employee’s return to work status and will give the employee written documentation. The employee will immediately take the return to work documentation to the Medical Dispensary. The employee will then return to the Department with clearance documentation from the Medical Dispensary establishing the ability to return to work.

d) For injuries treated by an emergency room facility, the employee must report to the Medical Dispensary immediately following emergency room treatment. The Medical Dispensary will assist employees with the selection and/or follow up with an authorized physician for determination of work status. If selecting a physician from the Worker’s Compensation Panel of Physicians, the employee must report to Risk Management for follow up pursuant to Section II (1.(g) above.

e) Should a question arise as to the employee’s return to work status in relation to the job-related injury or illness, the Medical Dispensary shall bring this to the attention of Risk Management who will then make a determination as to the employee’s return to work status. Unnecessary delays in allowing an employee to return to work may be in violation of Georgia Workers’ Compensation Laws.

f) If the Medical Dispensary is not open, the employee shall take the return to work documentation to their Department and supervisor. The supervisor shall work the employee based on the work status reported by the authorized treating physician. The employee will take the return to work documentation to the Medical Dispensary when the Medical Dispensary reopens.

g) Departments are required to work employees within the work limits provided by the authorized treating physician. If they have any questions, they should contact Risk Management. A department shall not send an employee home without approval from Risk Management as doing so can greatly increase Macon-Bibb County’s liability regarding a workers’ compensation case.

7. Return to Work Status:

a) Regular Duty – Employee returns to the original job in the original department with no limitations affecting the employee’s job.

b) Temporary Modified Duty — The employee has been given work restrictions that prevent the employee from being able to do all of his/her normal job duties. These restrictions are anticipated to resolve when the employee reaches maximum medical improvement.
c) Permanent Modified Duty – When an employee reaches maximum medical improvement and has received permanent restrictions, which do not allow the employee to perform some or all of his/her normal duties. The employee’s current job is permanently modified or a new job is found for the employee to accommodate for the employee’s permanent restrictions.

d) Temporary Transitional Duty – When an employee who reaches maximum medical improvement and has been given permanent restrictions by his/her workers’ compensation physician which prevents the employee from going back to the employees’ regular duty job, the employee remains working in a modified capacity while Risk Management begins a process to find a suitable position within Macon-Bibb County and, if necessary, outside Macon-Bibb County or until it is determined that no permanent positions are available.

e) New Permanent Job Assignment:

i. Risk Management reviews all vacant jobs within Macon-Bibb County to determine if any are possibly suitable positions for employees or former employees that have reached maximum medical improvement and are unable to perform their normal duties due to a compensable on the job injury or illness. If a vacancy is determined to be a potential match, Risk Management will notify the County Manager of the possible match and request that this job be held for possible reassignment of an employee that can no longer perform his/her normal job on a permanent basis, but could possibly perform the vacant job with or without some retraining. Upon approval Risk Management will begin the process as required under Georgia Workers’ Compensation laws to try to transition the employee into the vacant position. The normal application process will not apply.

ii. If an employee is working light duty and it is determined that the employee has reached maximum medical improvement and there are no suitable jobs within Macon Bibb County, Risk Management will work to assist the employee in finding a suitable position with another employer. The employee will be allowed to remain in his/her current position for approximately 90 days from the initial meeting with Risk Management and/or a Vocational Rehabilitation Supplier while they work to assist the employee in finding a suitable job. If no suitable job can be found at the end of the 90 days, the employee will be terminated from the current position. Risk Management can alter the 90 day window for several reasons to include, but not limited to, if it is determined that the employee is not doing his/her part in securing gainful employment, the employee secures a suitable position, transition to a suitable position is anticipated within a short period of time and it is advantageous to Macon-Bibb County to extend the window, and/or the employee is having disciplinary issues.
SECTION III – EMPLOYEE FAILURE TO REPORT FOR SCHEDULED WORK

An employee who has been cleared by his/her authorized treating physician to return to work either regular or light duty following a job-related injury or illness should report to work on the next work day. By not doing so, the employee may be subject to disciplinary action, may lose the right to use supplemental benefits, and/or may lose his/her workers’ compensation benefits.

SECTION IV – MEDICAL TREATMENT

An employee has the right to seek medical attention from anyone of his/her choosing. However, if the employee seeks medical treatment from a non-workers’ compensation authorized treating physician, the employee shall be responsible for any and all medical bills, and any lost time will not be covered under Macon-Bibb County’s Workers’ Compensation program.

Macon-Bibb County will be responsible for the payment of usual, customary, and reasonable charges, subject to the Georgia Workers’ Compensation Fee Schedule, of all medical treatment directly related to the treatment of a compensable injury or illness by an authorized treating physician that is required to effect a cure, give relief, or restore the employee to suitable employment as required by the Georgia Workers’ Compensation laws.

In most cases, the medical provider will directly bill Macon-Bibb County or its designated servicing agent. If an employee spends his/her own winds on a covered item, the employee has one year from the date of service to notify Risk Management. Risk Management will assist the employee in getting reimbursed from the medical provider within that time frame.

If an employee seeks initial medical treatment from an emergency room or unauthorized medical provider due to circumstances which call for immediate action or remedy for a compensable workers’ compensation injury, the treatment will be covered until the emergency terminates. The employee is required to follow up with a workers’ compensation authorized treating physician at the first available time. Continued medical treatment by an unauthorized medical provider will not be covered under Macon-Bibb County’s Workers’ Compensation program. In addition, time off from work that is not confirmed by a workers’ compensation authorized treating physician will not be covered.

If an employee seeks unauthorized medical treatment under the purview of an emergency when his/her treating physician is available, the Medical Dispensary is available, or Risk Management is available to arrange for medical treatment, or in order to circumvent the authorized treating physician’s determination, neither the medical treatment nor any time off will be covered by Macon-Bibb County’s Workers’ Compensation program. Risk Management will make this determination
with the assistance from others such as attorneys, authorized treating physicians, etc.

SECTION V - COMPENSATION

Departments will notify Risk Management of any employee indicating injury leave on the employee’s time documentation. Risk Management will review, verify, and notify the Department of the appropriate pay calculations.

Day of Injury

If an employee, with the permission of his/her supervisor or authorized workers’ compensation treating physician, misses time from work due to a compensable injury, the employee will be paid for the day of injury as if he/she worked his/her entire shift.

If an employee is placed out of work for a compensable injury or illness by an authorized treating physician, the employee will receive workers’ compensation benefits based on the Georgia Worker’s Compensation laws. The employee will only receive workers’ compensation income benefits for the first seven calendar days out of work due to a job-related injury or illness if the authorized treating physician places the employee out of work due to a job-related injury or illness for 21 consecutive days following the job-related injury or illness (“waiting period”). For any week in which the employee receives workers’ compensation benefits (or, during the waiting period when the employee receives neither workers’ compensation benefits nor pay from Macon Bibb-County), the employee may use already-accumulated sick leave or vacation leave to make up the difference between State mandated workers’ compensation income benefits and the employee’s normal gross salary at the time of injury. This benefit can be denied if the employee is not complying with Macon-Bibb County rules, regulations, and procedures regarding workers’ compensation.

Holidays

If an employee is placed out of work for a compensable injury/illness by an authorized treating physician during a Macon-Bibb County holiday, the Employee will be given holiday pay only if he/she either worked or took authorized paid leave (sick, vacation, or administrative) for the days immediately before and after the holiday. The employee’s holiday pay will only be the amount necessary to make up the difference between the employee’s normal pay and workers’ compensation benefits.

Personal Injury/Illness Leave Bank/Donated Hours

The employee cannot use the Sick Leave Bank or donated hours while out on a workers’ compensation injury.

SECTION VI – OTHER ISSUES
Health Insurance

Employees who are out on workers’ compensation are still responsible for paying their health insurance premiums to keep their health insurance coverage enforced for themselves and their dependents.

Drugs and Alcohol

Following a workers’ compensation accident, injury, or illness, an employee shall submit to drug and alcohol testing in compliance with Georgia’s Workers’ Compensation laws and Macon-Bibb County’s policies. If an employee unjustifiably refuses to submit to drug or alcohol testing in compliance with Georgia’s Workers’ Compensation laws and Macon-Bibb County’s policies following an on-the-job accident, injury, or illness, there shall be a rebuttable presumption that the accident, injury, or illness was caused by the consumption of alcohol or the ingestion of marijuana or a controlled substance. The result could be the loss of workers’ compensation benefits. In addition, refusal to submit to a drug or alcohol test can be grounds for termination under Macon-Bibb County’s Policy & Procedures 4.0.1 and 6.12.

Other Conduct

An employee will not be entitled to workers’ compensation benefits where the employee’s injury is due to the employee’s willful misconduct, including an intentionally self-inflicted injury, or growing out of his or her attempt to injure another, or for the willful failure or refusal to use a safety appliance or perform a duty required by statute.

Criminal Penalties

A person making false statements or misrepresenting information in order to obtain or assist in obtaining workers’ compensation benefits may be punished by fine and/or imprisonment. In addition, an employee making false statements or misrepresenting information in order to obtain or assist in obtaining workers’ compensation benefits may be subject to disciplinary action.

Transfers

An employee that is transferred from one position to a suitable permanent position due to a compensable job-related injury will be done as close to the employee’s pay as possible.

FMLA (Family Medical Leave Act)

This is written notice from Macon- Bibb County that an employee’s FMLA leave
entitlement will run concurrently with the employee's workers' compensation absence from work due to a compensable work injury or illness. Where an employee is receiving workers' compensation income benefits, there will be no substitution of accrued paid, vacation, personal, or sick leave for FMLA leave except to supplement workers' compensation benefits as stated in S
PURPOSE: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF APPLYING FOR STATE ALLOCATED FUNDS TO BE USED FOR THE PAVING AND MAINTENANCE OF PUBLIC ROADS UNDER THE 2015 LOCAL MAINTENANCE AND IMPROVEMENT GRANT ("LMIG") PROGRAM IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

Annual Cost: $437,514.69

Total Contract Amount: $437,514.69

Administering Department or Officer: Board of Commissioners

Contractor(s): Georgia Dept. of Transportation

Contract Start Date: Upon acceptance  Contract End Date: 1 year from acceptance

Funding Source(s): SPLOST

Automatic Renewals: YES  X NO

Number of Renewals: 0

Resolved/Submitted:

Reviewed By:

Ordinance/Resolution

Initials  Month/Day/Year

Assistant County Attorney  ODI  8/25/2014

County Attorney

Department Head

Finance Director

County Manager

Mayor

Clerk of Commission

Grants Director

Commission Approval (if applicable) / /

Contracts/Other

Initials  Month/Day/Year

\n
Additional comments, instructions, etc.;

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION’S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN APPLICATION WITH THE GEORGIA
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF APPLYING FOR
STATE ALLOCATED FUNDS TO BE USED FOR THE PAVING AND MAINTENANCE
OF PUBLIC ROADS UNDER THE 2015 LOCAL MAINTENANCE AND
IMPROVEMENT GRANT ("LMIG") PROGRAM IN SUBSTANTIALLY THE SAME
FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the Local Maintenance Improvement Grant (hereinafter "LMIG") Program
is a State allocated program funded by the State Motor Fuel Tax Collections that provides
funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, under this program, a local government must submit a qualifying project
list that outlines the public roads and maintenance work to be collected with the requested funds;
and

WHEREAS, eligible projects and costs that can be funded using LMIG include
preliminary engineering, construction, utility adjustments, patching, leveling, resurfacing,
grading, drainage, replacing storm drain pipe, intersection improvements, turn lanes, bridge
repair, sidewalks adjacent to a public roadway or street, roadway signs, guardrails, and signal
installation/improvement; and

WHEREAS, projects which are not eligible to be completed with LMIG funds include
off system right-of-way acquisitions, street lighting, beautification and streetscapes, walking
trails, landscaping, and administrative services; and

WHEREAS, LMIG requires the local government receiving funds to contribute local
funds in order to receive the grant; and

WHEREAS, the funding required by the local government is calculated using a formula
that is contingent upon the population of the area; and

WHEREAS, the matching portion required from Macon-Bibb County has been
calculated to be thirty percent (30%) of the funds being provided under LMIG; and

WHEREAS, the State of Georgia will provide one million four hundred fifty-eight
thousand three hundred eighty-two dollars and twenty-nine cents ($1,458,382.29), while Macon-
Bibb County will be responsible for providing a thirty percent (30%) match in the amount of four
hundred thirty-seven thousand five hundred fourteen dollars and sixty-nine cents ($437,514.69); and

WHEREAS, the matching funds from Macon-Bibb County have been budgeted for and
will be funded using SPLOST funds; and
WHEREAS, the County Engineer has provided a list of projects with the attached application that will be completed with LMIG funds upon approval; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an application with the Georgia Department of Transportation for the purpose of applying for state allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant program in substantially the same form attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ________________, 2014.

By: ________________________________
ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

LMIG Application and Project Outline
June 16, 2014

Robert Reichert, Mayor
City of Macon- Bibb
700 Poplar Street
Macon, GA. 31201

RE: Fiscal Year 2015 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Reichert:

The Department will begin accepting applications for the FY 2015 LMIG Program on July 1, 2014. Please complete the attached application along with your Project Report form containing the road name, length of project, termini, type of work, project cost and construction let date. Please note that starting in FY 2015 we need your application and project list mailed to the Thomaston District Office at 115 Transportation Blvd, Thomaston, Georgia 30286 instead of the Local Grants Office in Atlanta. All LMIG applications must be received in the District Office no later than January 1, 2015.

Your formula amount for the 2015 Program is $1,458,382.29. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department’s website at www.dot.ga.gov/localgovernment/fundingprogram/LMIG. We must receive a satisfactory status letter of your previous LMIG Grants before approval can be given on your FY 2015 application.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter, this will allow the Department to assist you in your road and street improvements.

Sincerely,

[Signature]
Keith Golden, P.E.
Commissioner

KG:TLG
Attachments

Cc: Mr. Thomas Howell; Hon. Robert Dickey; Hon. Allen Peake; Hon. Nikki Randall; Hon. James Beverly; Hon. Bubber Epps; Hon. Cecil Staton; Hon. But Jones; Hon. David Lucas; Mr. Johnny Floyd; Mr. Jay Shaw
GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2015
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: __________________________

Name of Local Government: Macon-Bibb County
Address: 700 Poplar St. Macon, GA 31201
Contact Person and Title: David P. Fortson, Macon-Bibb County Engineer
Contact Person’s Phone Number: (478) 621-6660
Contact Person’s Fax Number: (478) 621-6666
Contact Person’s E-Mail: dfortson@maconbibb.us

Is the priority list attached: Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Robert A. B. Reichert, the Mayor, , on behalf of Macon-Bibb County, who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.
GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2015

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

(Signature)
Robert A. B. Reichert
Mayor
(Date)
SEAL:

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20__

In the presence of:

NOTARY PUBLIC

My Commission Expires:

---

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is ______________. Such allocation must be spent on any or all of those projects listed in the Project List.

This ______ day of __, 2014.

---

Terry L Gable
Local Grants Administrator
# 2015 LMIG Project Report
## Macon-Bibb

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length (Miles)</th>
<th>Description of Work</th>
<th>Project Cost</th>
<th>Project Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Dr.</td>
<td>Rivoli Rd.</td>
<td>Rivoli Rd.</td>
<td>1.07</td>
<td>Patching, milling, leveling and Resurfacing 18' wide asphalt surface</td>
<td>$128,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Idle Hour Dr.</td>
<td>Forsyth Rd.</td>
<td>Country Club Rd.</td>
<td>0.36</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>$45,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Manchester Dr.</td>
<td>Canterbury Rd.</td>
<td>Williamson Rd.</td>
<td>0.2</td>
<td>Patching, leveling, and Resurfacing 31' wide asphalt surface</td>
<td>$36,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Dreyfus Dr.</td>
<td>Longacre Dr.</td>
<td>Longacre Dr.</td>
<td>0.12</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>$20,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Lambert Dr.</td>
<td>Bethesda Ave.</td>
<td>Cascade Ave.</td>
<td>0.12</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>$18,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Lake St. &amp; Terrace</td>
<td>Brookdale Ave.</td>
<td>Vineville Ave.</td>
<td>0.42</td>
<td>Patching, leveling, milling and Resurfacing 24' wide asphalt surface</td>
<td>$50,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Red Oak Dr.</td>
<td>Clairmont Ave.</td>
<td>Clairmont Pl.</td>
<td>0.26</td>
<td>Patching, leveling and Resurfacing 22' wide asphalt surface</td>
<td>$20,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Samuel Dr.</td>
<td>Andy Dr.</td>
<td>End of existing pavement</td>
<td>0.16</td>
<td>Patching, leveling and Resurfacing 12' wide asphalt surface</td>
<td>$6,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Wallace Rd.</td>
<td>Jeffersonville Rd.</td>
<td>D.E.</td>
<td>0.15</td>
<td>Patching, leveling, and Resurfacing 20' wide asphalt surface</td>
<td>$10,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Dorothy St.</td>
<td>Magnolia Dr.</td>
<td>Melton Rd.</td>
<td>0.25</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>$15,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Woodside Dr.</td>
<td>Bloomfield Rd.</td>
<td>Pineforest Rd.</td>
<td>0.23</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>$50,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Masseyville Rd.</td>
<td>Railroad Tracks</td>
<td>Kings Park Dr. N.</td>
<td>0.61</td>
<td>Patching, leveling, resurfacing of 22' wide asphalt surface and striping</td>
<td>$40,000</td>
<td>Schedule let date February 2015, work to start in April 2015</td>
</tr>
</tbody>
</table>
## 2015 LMIG Project Report
### Macon-Bibb

<table>
<thead>
<tr>
<th>Road</th>
<th>Intersection(s)</th>
<th>Length</th>
<th>Description</th>
<th>Cost</th>
<th>Schedule Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finneydale Dr.</td>
<td>Jeffersonville Rd.</td>
<td>0.40</td>
<td>Patching, leveling and resurfacing of 20' wide asphalt surface</td>
<td>$24,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Marjane Dr.</td>
<td>Zebulon Rd.</td>
<td>0.51</td>
<td>Patching, leveling, resurfacing of 20' wide asphalt surface and striping</td>
<td>$51,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Brim Dr.</td>
<td>Hamrick Rd.</td>
<td>0.40</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>$24,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Hamrick Rd.</td>
<td>Moseley Dixon Rd.</td>
<td>0.40</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>$43,500</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Zebulon Rd.</td>
<td>Kroger Fueling Station</td>
<td>0.25</td>
<td>Sub-grade reconstruction to a depth of 36' for 13' wide asphalt surface and striping</td>
<td>$135,500</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Chick-A-Dee Lane</td>
<td>Goodall Mill Rd.</td>
<td>0.28</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>$17,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
</tbody>
</table>

The following is list of Streets which require Full Depth Reclamation:

<table>
<thead>
<tr>
<th>Road</th>
<th>Intersection(s)</th>
<th>Length</th>
<th>Description</th>
<th>Cost</th>
<th>Schedule Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentucky Downs Dr.</td>
<td>Bass Rd.</td>
<td>0.95</td>
<td>Full Depth reclamation of 22' wide asphalt surface</td>
<td>$193,500</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Wakefield Dr.</td>
<td>Northside Dr.</td>
<td>0.23</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>$82,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Wexford Court</td>
<td>Wakefield Dr.</td>
<td>0.04</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>$14,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Waterford Dr.</td>
<td>Wakefield Dr.</td>
<td>0.04</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>$14,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
</tbody>
</table>

Page 2 of 7
### 2015 LMIG Project Report
#### Macon-Bibb

<table>
<thead>
<tr>
<th>Street Type</th>
<th>Street Name</th>
<th>Length</th>
<th>Description</th>
<th>Cost</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lennox Dr.</td>
<td>Clairmont Pl.</td>
<td>0.25</td>
<td>Full Depth reclamation of 24’ wide asphalt surface</td>
<td>$89,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Misty Valley Court</td>
<td>Clairmont Pl.</td>
<td>0.11</td>
<td>Full Depth reclamation of 24’ wide asphalt surface</td>
<td>$55,500</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Willowdale Dr.</td>
<td>Clairmont Pl.</td>
<td>0.14</td>
<td>Full Depth reclamation of 24’ wide asphalt surface</td>
<td>$66,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Regina Dr.</td>
<td>Meadows Dr.</td>
<td>0.63</td>
<td>Full Depth reclamation of 20’ wide asphalt surface</td>
<td>$95,500</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
<tr>
<td>Kentucky Downs Dr.</td>
<td>5000’ along Kentucky Downs Dr.</td>
<td>0.61</td>
<td>Full Depth reclamation of 22’ wide asphalt surface</td>
<td>$138,000</td>
<td>Schedule set date February 2015, work to start in April 2015</td>
</tr>
</tbody>
</table>

The following is list of Conc. Streets in need of Repair.

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Description</th>
<th>Cost</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthony Rd.</td>
<td>Pic Nono Ave. to Felton Ave. Saw cut, remove and replace 265.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
<td>$12,000</td>
<td>Schedule set date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Birch St.</td>
<td>Montpelier Ave. to Lasseter Pl. Saw cut, remove and replace 320.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
<td>$16,000</td>
<td>Schedule set date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Boulevard</td>
<td>Grey Hwy. to Clinton Rd. Saw cut, remove and replace 422.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
<td>$22,000</td>
<td>Schedule set date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>&quot;C&quot; St.</td>
<td>&quot;A&quot; St. to King St. Saw cut, remove and replace 480.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
<td>$24,000</td>
<td>Schedule set date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>&quot;D&quot; St.</td>
<td>Ell St. to &quot;A&quot; St. Saw cut, remove and replace 625.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
<td>$32,000</td>
<td>Schedule set date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Street 1</td>
<td>Street 2</td>
<td>Street 3</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Knott St.</td>
<td>Eli St.</td>
<td>Jeff Davis St.</td>
<td>Saw cut, remove and replace 100.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>English Ave.</td>
<td>Pio Nono Ave.</td>
<td>Cleveland Ave.</td>
<td>Saw cut, remove and replace 307.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Suwanee Ave.</td>
<td>Pio Nono Ave.</td>
<td>Inverness Ave.</td>
<td>Saw cut, remove and replace 132.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Inverness Ave.</td>
<td>Suwanee Ave.</td>
<td>Napier Ave.</td>
<td>Saw cut, remove and replace 255.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Hillcrest Ave.</td>
<td>Inverness Ave.</td>
<td>Pio Nono Ave.</td>
<td>Saw cut, remove and replace 680.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Lasseter Pl.</td>
<td>Hendley St.</td>
<td>Pio Nono Ave.</td>
<td>Saw cut, remove and replace 730.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Patterson Ave.</td>
<td>Hillcrest Ave.</td>
<td>Montpelier Ave.</td>
<td>Saw cut, remove and replace 350.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Cabiness St.</td>
<td>Center St.</td>
<td>Womack St.</td>
<td>Saw cut, remove and replace 265.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
<tr>
<td>Claire Pl.</td>
<td>Ingleside Ave.</td>
<td>Vista Cir.</td>
<td>Saw cut, remove and replace 165.0 S.Y. of existing concrete with 6” thick 3000 psi concrete</td>
</tr>
</tbody>
</table>
### 2015 LMIG Project Report
**Macon-Bibb**

<table>
<thead>
<tr>
<th>Street</th>
<th>Street</th>
<th>Intersection</th>
<th>Work Description</th>
<th>Cost</th>
<th>Schedule Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hemlock St.</td>
<td>@ Spring St.</td>
<td>Intersection</td>
<td>Saw cut, remove and replace 150.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$8,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Telfair St.</td>
<td>@ Hazel St.</td>
<td>Intersection</td>
<td>Saw cut, remove and replace 330.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$17,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Delaware Ave.</td>
<td>Cleveland Ave.</td>
<td>D.E.</td>
<td>Saw cut, remove and replace 178.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$9,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Madden Ave. (Additive Item)</td>
<td>Montpelier Ave.</td>
<td>Jasamine Ave.</td>
<td>Saw cut, remove and replace 56.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$3,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Crescent Ave. (Additive Item)</td>
<td>Suwanee Ave.</td>
<td>Napier Ave.</td>
<td>Saw cut, remove and replace 430.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$22,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Ninadel Ave. (Additive Item)</td>
<td>Montpelier Ave.</td>
<td>D.E.</td>
<td>Saw cut, remove and replace 490.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$25,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Virginia Ave. (Additive Item)</td>
<td>Montpelier Ave.</td>
<td>D.E.</td>
<td>Saw cut, remove and replace 925.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$47,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Emily Pl. (Additive Item)</td>
<td>Highpoint Dr.</td>
<td>Vista Cir.</td>
<td>Saw cut, remove and replace 387.0 S.Y. of existing concrete with 6&quot; thick 3000 psi concrete</td>
<td>$20,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
</tbody>
</table>

**The following is list of Brick Streets in need of repair**

<table>
<thead>
<tr>
<th>Street</th>
<th>Street</th>
<th>Intersection</th>
<th>Work Description</th>
<th>Cost</th>
<th>Schedule Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Ter.</td>
<td>Park Place</td>
<td>New St.</td>
<td>Saw cut, remove and replace 1,075 S.Y. of existing brick pavement and</td>
<td>$190,000</td>
<td>Schedule 1st date December 2014, work to start in April 2015</td>
</tr>
</tbody>
</table>
## 2015 LMIG Project Report
Macon-Bibb

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>High St.</td>
<td>Forsyth St.</td>
<td>High Pl.</td>
<td>replace with 6&quot; thick 3000 psi stamped concrete</td>
<td>$55,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Dures Lane</td>
<td>College St.</td>
<td>Orange St.</td>
<td>Saw cut, remove and replace 313 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped Conc.</td>
<td>$3,500</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>High Pl.</td>
<td>High St.</td>
<td>High St.</td>
<td>Saw cut, remove and replace 123 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped conc.</td>
<td>$22,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Orange St.</td>
<td>Forsyth St.</td>
<td>Washington Ave.</td>
<td>Saw cut, remove and replace 25 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped conc.</td>
<td>$5,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Orange St.</td>
<td>Rose Park</td>
<td>Columbus St.</td>
<td>Saw cut, remove and replace 22 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped conc.</td>
<td>$4,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>Orange St. (Additive Item)</td>
<td>Georgia Ave.</td>
<td>Bond St.</td>
<td>Saw cut, remove and replace 66 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped conc.</td>
<td>$12,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td>High St. (Additive Item)</td>
<td>New St.</td>
<td>Orange St.</td>
<td>Saw cut, remove and replace 52 S.Y. of existing brick pavement and replace with 6&quot; thick 3000 psi stamped conc.</td>
<td>$10,000</td>
<td>Schedule let date December 2014, work to start in April 2015</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>12.57</strong></td>
<td><strong>$2,192,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Page 6 of 7
Formula Amount $1,458,382.29 + (30%) match $437,514.69 = $1,894,096.98

Total project cost: $2,192,000 which is more than required LMIG distribution plus 30%.
A Resolution of the Macon-Bibb County Commission Authorizing the Mayor to Execute an Agreement with Sam Hall & Sons, Inc. in the Amount of $314,036.04 for Tobesofkee Marina Paving Rehabilitation, in Form to be Approved by the County Attorneys Office; and for Other Purposes.

WHEREAS, on or about July 18, 2014, Macon-Bibb County issued an invitation for sealed bids regarding Tobesofkee Marina pavement rehabilitation; and

WHEREAS, the Macon-Bibb County Procurement Department received responsive bids from three (3) firms regarding the proposed request; and

WHEREAS, Sam Hall & Sons, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the base bid submitted by Sam Hall & Sons, Inc. for the proposed project was $360,363.02; and

WHEREAS, a contract modification was issued which changed the scope of the project and lowered the amount of the contract to $314,036.04; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with Sam Hall & Sons, Inc. in the amount of three hundred fourteen thousand and thirty six dollars and 04/100 ($314,036.04) for Tobesofkee Marina pavement rehabilitation, in form to be approved by the County Attorney’s Office.

SO RESOLVED this ______ day of _________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
SHEILA THURMOND, CLERK OF COMMISSION
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

“Tobesofkee Marina Pavement Rehabilitation”

Bid Number: 14-034-ND

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this ________________ day of __________________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and Sam Hall & Sons, Inc., a corporation based in Macon, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (hereinafter “Services”) which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor’s proposal or bid dated August 14, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Invitation for Bids (hereinafter “IFB”) issued by the County on July 18, 2014 and all information dispensed during the Pre-Bid Conference held by County on July 29, 2014 are hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the IFB and Pre-Bid Conference information are inconsistent with the express provisions of this Agreement. Furthermore, Addendum #1 issued by the County on July 24, 2014, is hereby included in Exhibit “A-1” and is expressly made part of this Agreement. Furthermore, Addendum #2 issued by the County on August 4, 2014, is hereby included in Exhibit “A-1” and is expressly made part of this Agreement. Additionally, Contract Modification 1 is hereby included in Exhibit “A-1” and is expressly made part of this Agreement. Independent Contractor agrees to the terms of each said Addendum document and the Revised Bid Form, except to the extent that said documents are inconsistent with the express provisions of this Agreement.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit "A", provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff

Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refrain from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement,
2. **Non-Employment Relationship between County and Independent Contractor**

2.1 **Independent Contractor Relationship**

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 **Withholding Taxes and Benefits**

Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.

3. **Warranties**

3.1 **Independent Contractor Warranties**

Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 **Competent Work**

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 **Representations and Warranties**

Independent Contractor will make no representations, warranties, or commitments binding the County without the County’s prior written consent.

4. **Company Prohibitions to Create a Safe Work Environment**
4.1 Drug Free Workplace

Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment

The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment, including sexual harassment, Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default

(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document, provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not
limited to, acts of God, or of the public enemy, acts of the Government in either its
sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions,
strikes, freight embargoes, and unusually severe weather, but in every case the
failure to perform must be beyond the control and without the fault or negligence of
the Contractor. If the failure to perform is caused by the default of a subcontractor,
and if such default arises out our causes beyond the control of both the Independent
Contractor and the subcontractor, and without the fault or negligence of either of
them, the Independent Contractor shall not be liable for any excess costs for failure
to perform, unless the service to be furnished by the subcontractor were obtainable
from other sources in sufficient time to permit the Independent Contractor to meet
the required delivery schedule. The term “subcontractor” shall mean a
subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this
paragraph, it is determined for any reason that the Independent Contractor was not
in default under the provisions above, or that the default was excusable under the
provisions of this paragraph, the rights and obligations of the parties shall be the
same as if the notice of termination had been issued pursuant to the “Termination
for Convenience” paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not
be exclusive and are in addition to any other rights and remedies provided by law or
under this Agreement.

5.2 Termination for Convenience

The County may at any time by providing thirty (30) days written notice terminate
all or any part of this Agreement for the County’s convenience. If this Agreement is
terminated, in whole or in part, for the County’s convenience, the Contractor shall
be paid an amount, to be mutually agreed upon, which shall be adequate to cover the
actual reasonable cost paid by the Independent Contractor for the actual labor and
cost of materials purchased within or meeting the established scope of work and
reasonably used by the Independent Contractor to perform the work under this
Agreement at the effective date of termination, plus a reasonable profit thereon;
provided that no amount shall be paid to the Independent Contractor for (i) any
anticipatory profits related to work under this Agreement not yet performed, or (ii)
costs incurred due to the Independent Contractor’s failure to terminate work as
ordered on the effective date of termination. In no event shall the total amount paid
under the provisions of this paragraph exceed the prices set forth in this Agreement
for the work terminated.

6. Notices

All notices required or permitted to be given under this Agreement shall be in
writing (the “Notice”) and deemed given when (a) hand delivered by the sender and
properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County
ATTN: Mayor's Office
700 Popular Street
Macon, GA 31202

For Independent Contractor:
Sam Hall & Sons, Inc.
ATTN: Donald G. Hall, President
5432 Tinker Dr.
Macon, Georgia 31216

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless

Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, "Releasees") from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor.

Independent Contractor’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements

In the event that the Independent Contractor, Staff, or agents of the Independent Contractor’s subcontractors enter the County’s property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen’s Compensation and Employees’ Liability Insurance to cover the Independent Contractor’s and any subcontractor’s legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and
resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County’s request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor’s insurers showing such coverage in effect and agreeing to give the County ten (10) days’ prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance

The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees to indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirement

When operating on the property of the County, the Independent Contractor shall abide by the County’s applicable Risk Management requirements, as may be provided from time to time by the County.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver

County’s waiver of Independent Contractor’s breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any
obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

13. **Publicity**

Independent Contractor shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Independent Contractor, identifying County receiving goods or services under this Agreement.

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

16. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. **Titles, Captions and Headings**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
18. **Counterparts**

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. **Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. **Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. **Disputes**

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County’s direction.

24. **Equal Employment Opportunity**
During the performance of this agreement, the Independent Contractor agrees as follows:

(a) The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

(b) The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(c) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(d) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the city's equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(e) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(f) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.
(g) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors.

(h) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(g) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with Macon-Bibb County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Affirmative Action**

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following...
aspects of employment pertaining to women and minorities:

(a) Hiring
(b) Upgrading
(c) Promotion
(d) Transfer
(e) Layoff
(f) Termination

(g) Rates of Pay and other forms of compensation
(h) Training programs and selection for apprenticeship
(i) Recruitment advertising and recruitment efforts
(j) Employment goals
(k) Written plan to achieve those goals with timetables

26. Insurance Requirements

(a) Commercial General Liability. Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter “CGL”) covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 per occurrence; and $2,000,000.00 general aggregate.

(b) Business Automobile Liability. Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter “BAP”) with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(c) Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits as established by Georgia law.

(d) Professional Liability. Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than $1,000,000.00.

(e) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required
above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

(f) **Obligation to Verify Insurance.** The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless the County for any claims arising from the Independent Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

27. **Verifications and Compliance**

(a) **Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.** In connection therewith and as a condition of the County entering into this Agreement, the affidavit attached hereto as Exhibit “B-1” shall be executed and adhered to by Independent Contractor.

(b) **Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement.** In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit “B-2” shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

**On Behalf of Macon-Bibb County:**

By: 

Robert A. B. Reichert, Mayor

Date

Attest:

Sheila Thurmond, Clerk of Commission

Date
On Behalf of Sam Hall & Sons, Inc.:

By:

Signature of Independent Contractor

Date

Printed Name of Independent Contractor

Job Title of Signor

Attest: On this, the _______ day of ________________, 20____, before me personally appeared ________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

(Notary Seal/Stamp)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect for a period of one (1) year. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Upon execution of this Agreement by the County and Independent Contractor, Independent Contractor shall provide the County with an estimated progress schedule indicating the starting and completion dates of the various stages of work outlined in Exhibit “A-1”, as well as a preliminary schedule of Shop Drawings and a preliminary schedule of values for all work which will include a breakdown of quantities and prices into detail that will be sufficient to serve as the basis for progress payments during construction. Said documents shall be provided to the County within ten (10) days of execution of the Agreement.

Upon receiving a Notice to Proceed, the work contained in Exhibit A-1 must be completed within ninety (90) days of the start date approved by the County Engineering Department. This time includes weather delays of three (3) work days.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sum indicated in Exhibit A-1, which shall not exceed the amount of three hundred fourteen thousand and thirty six dollars and 04/100 ($314,036.04) for the services and works provided to the County. Project must be completed within ninety (90) days of the Notice to Proceed. Payments will be rendered in stages upon the completion of targeted projects. The County Inspector will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payments. A 10% retainage will be withheld from each payment until final payment is made. A liquidated damages clause of one hundred ($100.00) per day shall be in effect for each day past the initial ninety (90) days from the start date that the work in Exhibit A-1 takes to complete.
EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

On Behalf of Macon-Bibb County:

By: 

Robert A. B. Reichert, Mayor

Date

Attest: 

Shelia Thurmond, Clerk of Commission

Date

On Behalf of Sam Hall & Sons, Inc.:

By: 

Signature of Independent Contractor

Date

Printed Name of Independent Contractor

Job Title of Signor

Attest: On this, the __________ day of __________________, 20__, before me personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

(Notary Seal/Stamp)
EXHIBIT A-1

REQUEST FOR BID /
BID FORMS AND DOCUMENTS
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (b)(i)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number

Name of Contractor

Date of Authorization

Name of Project

Name of Contractor

Name of Public Employer

Verification Clause:

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on this _____ day of ____________, 20____ in ______________,_______, City

State

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the _____ day of ____________, 20_____, before me personally appeared __________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

(Notary Seal/Stamp)
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with __________________________(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number

Name of Contractor

Date of Authorization

Name of Project

Name of Subcontractor

Name of Public Employer

Verification Clause:

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on this _____ day of ________________, 20___ in __________ City, ______ State

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the _____ day of ________________, 20___, before me personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

(Notary Seal/Stamp)
SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of sub-contractor or sub-subcontractor with whom such sub-subcontractor has privity of Contract) and (contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number

Name of Contractor.

Date of Authorization

Name of Project

Name of Subcontractor

Name of Public Employer

Verification Clause:
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on this ______ day of _______ __, 20____ in ________, City State.

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the ______ day of _______ __, 20____, before me personally appeared ________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public (Notary Seal/Stamp)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GC ACC CODE</th>
<th>BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/22/2014</td>
<td>913-27</td>
<td>14-034-ND Tuberculosis Marion Entrance Rehabilitation</td>
<td>/334,160.00</td>
<td>Nycsha Daley</td>
<td></td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ User Department Recommendation
- ☑ Official Bid Tabulation
- ☑ Copy of Recommended Vendor's bid
- ☑ Addenda (if any)
- ☑ Original Invitation for Bids

After reviewing all proposals, the committee recommends: ☑ Award as Follows  ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Hall &amp; Sons, Inc.</td>
<td>Base Bid</td>
<td>$360,363.02</td>
</tr>
<tr>
<td></td>
<td>Contract Mod. 1.</td>
<td>($46,326.98)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$314,036.04</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☑ Yes  ☐ No  ☐ N/A

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: ☐ Over budget  ☐ No One Meets Specifications  ☐ Other  ☐ N/A

Award Requirements: ☑ HOLD FOR MBCC AWARD  ☐ HOLD FOR MBCC ACTION

Details of solicitation process:
Invitation for Bids (IFB) # 14-034-ND was published and made available to all potential bidders. In addition to online posting on Macon-Bibb Procurement page, the bid was emailed to 23 known and posted to the Georgia Procurement Registry (State Purchasing) where an additional 365 vendor notifications were documented. Bidding requirements included a mandatory pre-bid meeting and site visit at a date and time identified in the IFB; ten (10) firms were present and found compliant to submit bids at the due date and time. Two (2) addenda were issued clarifying specifications. Bids were publicly opened and read on 8/14/2014; three (3) responses were received and evaluated by Procurement. After review of the submitted bids, the engineering department recommends the low bidder, Sam Hall & Sons, Inc. (a local firm) for award. Award is based on the low bidder's base bid and a single contract modification, included with this package. Procurement concurs in recommending the same.

I have read the recommendation prepared by the department and agree with their recommendation. ☑ Yes  ☐ No

<table>
<thead>
<tr>
<th>Witness</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8/26/2014</td>
</tr>
</tbody>
</table>
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION OF AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: Dave Fortson, Engineering
FROM: Nyessa Daley, Procurement

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>DESCRIPTION</th>
<th>DEPARTMENT</th>
<th>GL ACCT CODE</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/18/2014</td>
<td>14-034-ND</td>
<td>Tokenofkes Entrance Rehabilitation</td>
<td>ENGINEERING</td>
<td></td>
<td>334,160</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  
☑ Award as Follows  ☐ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Hall and Sons, Blue Bird</td>
<td>320,865.02</td>
</tr>
<tr>
<td>Contract Mdl (Attached)</td>
<td>44,326.96</td>
</tr>
<tr>
<td>Net</td>
<td>314,538.04</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:
Did the low bidder meet the requirements of the bid?  
☐ Yes  ☐ No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  
☐ Over budget  ☐ None Meet Specifications  ☐ Other

<table>
<thead>
<tr>
<th>REJECTION JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

NAME: David P. Fortson  
TITLE: Macon-Bibb County Engineer

SIGNATURE: David P. Fortson  
DATE: 8/26/14
Contract Modification 1
Tobestofke Marina Pavement Rehabilitation

The contract is modified to replace the following drawing sheets with the identified changes:

Sheet 3 of 6. Change the paving quantities as follows:
GAB from 2,683 Tons to 2,051 Tons.
12.5 mm Superpave from 592 Tons to 531.81 Tons
19 mm Superpave from 520 Tons to 258.09 Tons
Bitumen Tack from 284 Gallons to 215.43 Gallons

Sheet 5 of 6. Delete a portion of the area to be paved and change another area from heavy traffic asphalt to Light Traffic asphalt.

Sheet 6 of 6. Delete a portion of the area from the phasing plan in conjunction with the paving deleted. Change another area from Stage 5 Construction to Stage 3 Construction to coincide with the other light traffic paving. Change the area identified as additive item 1 from Stage 5 to Stage 6. The intent is to negotiate with the contractor to award the additive item at a later date if funds are still available.

As a result of this contract modification the following bid items are changed.

<table>
<thead>
<tr>
<th>Original Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>310-3000</td>
</tr>
<tr>
<td>402-3190</td>
</tr>
<tr>
<td>402-3190</td>
</tr>
<tr>
<td>413-1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revised Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>310-3000</td>
</tr>
<tr>
<td>Code</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>402-3190</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>402-3190</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>413-1000</td>
</tr>
</tbody>
</table>

**Total of Items** $133,475.88

As a result of this contract modification, the price of the contract has been decreased by $46,326.98, the difference between the original bid items and the revised items. **The revised contract price is $314,036.04**

Attached: Drawing Sheets 3, 5, and 6.

---

Sam Hall and Sons

[Signature]

Date

---

Robert A.B. Reichert, Mayor Macon-Bibb County

[Signature]

Date

---

Attest

[Signature]

Date
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid Price</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 1</td>
<td>100.00</td>
<td>Unit</td>
<td>$20.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>50.00</td>
<td>Unit</td>
<td>$30.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>150.00</td>
<td>Unit</td>
<td>$15.00</td>
</tr>
<tr>
<td>Item 4</td>
<td>200.00</td>
<td>Unit</td>
<td>$25.00</td>
</tr>
<tr>
<td>Item 5</td>
<td>100.00</td>
<td>Unit</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Total**

- **Subtotal**: $1,200.00
- **Discount**: $200.00
- **Total**: $1,000.00

**Note:**
- All costs are in USD.
- The total bid price includes all items and discounts.

**Company:**
- Sam Hall & Son Inc.
- Hendrick Construction Co Inc.
SECTION 00400

PROPOSAL

MACON-BIBB COUNTY
TOBESOFKEE MARINA
PAVEMENT REHABILITATION

To: MACON-BIBB COUNTY BOARD OF COMMISSIONERS

Place: MACON-BIBB COUNTY Purchasing Dept.

601 Mulberry Street
Macon, GA 31201

Date: ________________________________

Time: ________________________________

Proposal of ________________________ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of __________________ a partnership, or an individual doing business as ____________________________

TO: MACON-BIBB COUNTY BOARD OF COMMISSIONERS

601 Mulberry Street Macon,
Georgia 31201 (hereinafter called OWNER)

Gentlemen:

The Bidder, in compliance with your Instruction to Bidders for MACON-BIBB COUNTY Tobesofke Marina Pavement Rehabilitation having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The proposed construction consists of furnishing all materials and equipment and performing all labor necessary to complete improvements to the Central Georgia Marina pavement structure. Work includes, but is not limited to, grading, base placement, and paving, curb-and-gutter, and erosion control. All work shall be done in accordance with the following: Georgia Department of Transportation Standard Specifications, current edition, Supplemental Specifications Book, current edition, and applicable Special Provisions and Supplemental Specifications; the Manual for Erosion and Sediment control in Georgia; and applicable ordinances, regulations and standards of MACON-BIBB COUNTY. The line item proposal contains a base bid proposal (Base Bid Line Item Proposal) and two alternate proposals (Alternate #1 Line Item Proposal and Alternate #2 Line Item Proposal). Work for Alternate #1 includes additional grading and asphalt paving on the northwestern section of the marina property, Work for Alternate #2 includes grading and installation of #57 stone in the center of the marina property. Both areas are delineated on the construction plan documents.

The Bidder hereby agrees to commence work under this contract, with adequate forces and equipment, on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work within 90 consecutive calendar days from and including said date as stipulated in the specifications.

As time is an essential element in this contract, all work shall be completed within the allotted time as specified in the PROPOSAL. For each calendar day that any portion of the roadway construction shall remain uncompleted after the end of the time specified, the amount of Two-
Hundred Dollars per calendar day ($200.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

Bidder acknowledges receipt of the following addenda:

Add #1, Add #2.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>210-0100</td>
<td>GRADING COMPLETE</td>
<td>LS</td>
<td>1.3</td>
<td>71,392.92</td>
<td>71,392.92</td>
</tr>
<tr>
<td>310-1101</td>
<td>GR.AGG. BASH CRS, INCL MALT</td>
<td>TN</td>
<td>2,783</td>
<td>17,86</td>
<td>49,788.38</td>
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<tr>
<td>418-3000</td>
<td>AGGR SURF CRS</td>
<td>TN</td>
<td>50</td>
<td>414.4</td>
<td>3,072.00</td>
</tr>
<tr>
<td>409-3113</td>
<td>RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MALT &amp; H LIME</td>
<td>TN</td>
<td>592</td>
<td>119.60</td>
<td>69,612.40</td>
</tr>
<tr>
<td>409-3890</td>
<td>RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MALT &amp; H LIME</td>
<td>TN</td>
<td>520</td>
<td>117.60</td>
<td>61,152.00</td>
</tr>
<tr>
<td>413-0000</td>
<td>BITUM TACK COAT</td>
<td>G/</td>
<td>284</td>
<td>3.92</td>
<td>1,113.28</td>
</tr>
<tr>
<td>499-0018</td>
<td>PLAIN PC CONC PVMTC, CL 3 CONC, 8 INCH THK</td>
<td>SY</td>
<td>1,850</td>
<td>42.30</td>
<td>77,180.00</td>
</tr>
<tr>
<td>441-3999</td>
<td>CONCRETE V GUTTER</td>
<td>LF</td>
<td>290</td>
<td>22.40</td>
<td>6,496.00</td>
</tr>
<tr>
<td>442-6022</td>
<td>CONC Curb &amp; Gutter, 6 IN X 24 IN, TP 2</td>
<td>LF</td>
<td>168</td>
<td>15.58</td>
<td>2,640.16</td>
</tr>
<tr>
<td>464-3000</td>
<td>SEALING ROADWAY JOINTS AND CRACKS, TP</td>
<td>LF</td>
<td>100</td>
<td>22.70</td>
<td>1,230.00</td>
</tr>
<tr>
<td>605-7000</td>
<td>PLASTIC FILTER FABRIC</td>
<td>SY</td>
<td>100</td>
<td>2.50</td>
<td>2,500.00</td>
</tr>
<tr>
<td>999-9999</td>
<td>EROSION CONTROL</td>
<td>LS</td>
<td>25</td>
<td>840.00</td>
<td>21,000.00</td>
</tr>
</tbody>
</table>

BASE BID TOTAL

Three hundred sixty thousand three hundred sixty-three
(Dollars) and two (Cents).

Barry Swafford, Purchasing Agent,
Elbib County Government, do certify this bid was publicly opened and read at the time and place stated in the bid notice.

Purchasing Agent
Witness

MACON-BIBB COUNTY, GEORGIA
TOBESOFKEE MARINA PAVEMENT REHABILITATION
04/14 - 176270024
### ALTERNATE #1 ITEM PROPOSAL

#### ADDITIONS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>439-0018</td>
<td>PLAIN PC CONG PVMT, CL 3 CONC, 8 INCH THK</td>
<td>SY</td>
<td>4318</td>
<td>12.80</td>
<td>54,480.96</td>
</tr>
</tbody>
</table>

**SUBTOTAL (ADDITIONS)**

#### DEDUCTIONS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>310-1101</td>
<td>GR. AGGR. BASE CRS, INCL. MATL.</td>
<td>TN</td>
<td>580</td>
<td>17.86</td>
<td>10,056.80</td>
</tr>
<tr>
<td>402-3113</td>
<td>RECYCLED ASPH CONG 12.5 MM</td>
<td>TN</td>
<td>195</td>
<td>117.60</td>
<td>23,210.40</td>
</tr>
<tr>
<td>402-3119</td>
<td>RECYCLED ASPH CONG 19 MM</td>
<td>TN</td>
<td>145</td>
<td>117.60</td>
<td>17,052.00</td>
</tr>
<tr>
<td>413-1000</td>
<td>BITUM TACK COAT</td>
<td>GL</td>
<td>99</td>
<td>3.92</td>
<td>382.68</td>
</tr>
</tbody>
</table>

**SUBTOTAL (DEDUCTIONS)**

**ALTERNATE #1 TOTAL (ADDITIONS LESS DEDUCTIONS)**

Fifteen thousand eight hundred twenty-seven one (in words)

(Dollars) and fifty two (Cents).

### ALTERNATE #2 ITEM PROPOSAL

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>318-3000</td>
<td>AGGR SURF CRS</td>
<td>TN</td>
<td>72</td>
<td>44.80</td>
<td>3,225.60</td>
</tr>
</tbody>
</table>

**ALTERNATE #2 TOTAL**

Three thousand two hundred twenty-five dollars two sixty cents (in words)

MACON, BIBB COUNTY, GEORGIA

TOBESOFKEE MARINA PAVEMENT REHABILITATION
04/14 - 176207024

00400 - 3
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>310-1001</td>
<td>Gragg's base crs, incl. matl</td>
<td>TN</td>
<td>504</td>
<td>22.34</td>
<td>13,193.36</td>
</tr>
<tr>
<td>402-3113</td>
<td>Recycled asph cong 12.5 mm Superpave, GP 1 or 2,</td>
<td>TN</td>
<td>114</td>
<td>117.60</td>
<td>13,406.40</td>
</tr>
<tr>
<td>402-3190</td>
<td>Recycled asph cong 19 mm Superpave, GP 1 or 2,</td>
<td>TN</td>
<td>451</td>
<td>117.60</td>
<td>17,777.60</td>
</tr>
<tr>
<td>13-1000</td>
<td>Bitum tack coat</td>
<td>GL</td>
<td>83</td>
<td>3.92</td>
<td>315.36</td>
</tr>
</tbody>
</table>

**Alternarate #3 Total:**


449,827.22

For $y$ forty-four thousand nine hundred $y$ eighty-two

(Dollars) and seventy two (Cents)

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within ten (10) days after notification of award of contract, the Bid Bond or Certified Check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the check or bid bond accompanying this Proposal shall be returned to the Bidder according to the provisions of the "Instructions to Bidders"."
Attached hereto is a **Bid Bond** for the sum of 

100% Dollars ($  ) 

according to the conditions of the "Instructions to Bidders". 

SEAL (if bid is by Corp.)

Sawc Hall & Sons, Inc. 

Bidder 

Donald J. Hall 

By President 

Title 

5431 Tinker Dr. 

Macon, GA 31216 

Address of Bidder 

(478) 788-1108 

Telephone Number 

NOTE: No bid shall be read aloud or considered if a proper bid bond or other authorized security has not been submitted with the Proposal.
BID FORM

Macon-Bibb County Board of Commissioners
Ms. Nyasha Daley, MBA, CPPB
Macon-Bibb County, Procurement Dept.
682 Cherry Street, Suite #00
Macon, Georgia 31201

DATE: 8/14/14

Rel.: TOBESOFREE MARINA PAVEMENT REHABILITATION
Macon-Bibb County Engineering Department
Bibb County, Georgia

Dear Ms. Daley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. ADDENDUM RECEIPT:

a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.

b. Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated 7/29/14
Addendum No. 2 Dated 8/4/14
Addendum No. Dated

3. We agree to commence actual physical work on site, with an adequate force and equipment within the times frame presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegram, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

BID FOR
TOBESOFKEE MARINA PAVEMENT REHABILITATION
BID SCHEDULE

Please submit Price Proposal and Bonds on the forms provided in Attachment "A" - Specifications.

Respectfully Submitted,

Authorized Signature: ___________________________ Dated: 8/19/14

Typed Name: ___________________________ Title: President
**BIDDER INFORMATION**

- **Company Name:** Sam Hall & Sons, Inc.
- **Company Address:** 5432 Tiger Dr
- **Authorized By (typed or printed name):** Donald C. Hall
- **Title:** President
- **Authorized Signature:**
- **Telephone Number:** (478) 788-1108
- **Fax Number:** (478) 781-4146
- **Email Address:** don.hall@hallandson.com

**REMITTANCE INFORMATION** (where payments should be sent)

- **Remit to Name:** Sam Hall & Sons, Inc.
- **Remit to Address:** 5432 Tiger Dr
- **City:** Macon
- **State:** GA
- **Zip:** 31216
- **County:** Bibb
- **Phone:** (478) 788-1108
- **Fax:** (478) 781-4146
- **Email:** don.hall@hallandson.com
- **Toll Free:**
- **Federal Tax ID:** 58-1023042
- **Business Type:** □ Individual  □ Business  □ Misc.

**PURCHASE ORDER INFORMATION** (where purchase orders should be sent)

- **Purchase Order Name:** Sam Hall & Sons, Inc.
- **Purchase Order Address:** 5432 Tiger Dr
- **City:** Macon
- **State:** GA
- **Zip:** 31216
- **County:** Bibb
- **Phone:** (478) 788-1108
- **Fax:** (478) 781-4146
- **Email:** don.hall@hallandson.com
- **Toll Free:**
- **Payment Terms:** Discount  %  No. Days  Net Due  90
- **Freight Terms:** Ship Via: P.O.B

**MBE/DBE/WBE STATUS** (check appropriate box(es))

- □ African American  □ Hispanic  □ Native American  □ Asian American
- □ Disabled  □ Veteran  □ Woman-Owned  □ Not Applicable
BIDDER QUALIFICATION FORM

Company Name: Sam Hall & Sons, Inc.
Address: 3932 Tinker Dr, Macon
When Organized: 1923 Where Incorporated: GA
How many years have you engaged in business under the present firm name? 68 years
Credit available for this contract? As needed
Contracts now in hand?: City of Forsyth, City of Marshallville, Peach Co.
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No

Comments:

Company Name: Sam Hall & Sons, Inc.
Authorized By ( typed name): Donald G. Hall
Authorized Signature: [Signature]
Title: President Date: 8/13/14

References
Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Forsyth</td>
<td>8/4</td>
<td>Macon</td>
<td>Abin Randolph</td>
<td>994-7623</td>
</tr>
<tr>
<td>Ashland Chemical</td>
<td>8/4</td>
<td>Macon</td>
<td>Andy Smith</td>
<td>912-964-6229</td>
</tr>
<tr>
<td>City of Macon</td>
<td>8/4</td>
<td>Macon</td>
<td>Various</td>
<td></td>
</tr>
<tr>
<td>Macon Water Authority</td>
<td>8/4</td>
<td>Macon</td>
<td>Daryl Mary</td>
<td>494-5673</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF August 2014

Notary Public

My Commission Expires: 08/18/2015

[NOTARY SEAL]

JOHNNIE A. REID
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
MY COMMISSION EXPIRES
08/18/2015
**LIST OF SUB-CONTRACTORS**

I do [ ] do not [ ] propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors,

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. A. Faulkner Co</td>
<td>Grading</td>
</tr>
<tr>
<td>Bolingbrook</td>
<td></td>
</tr>
<tr>
<td>Houston Asphalt</td>
<td>Asphalt paving</td>
</tr>
<tr>
<td>Bolingbrook</td>
<td></td>
</tr>
<tr>
<td>Richardson Concrete</td>
<td>Concrete Placement</td>
</tr>
<tr>
<td>Mason</td>
<td></td>
</tr>
</tbody>
</table>

---

_Sam Hales, Inc._
Contractor Name
BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do[ ] do not[ ] propose to employ the minority sub-contractors as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richardson Concrete</td>
<td>Concrete Placement</td>
</tr>
</tbody>
</table>

Sam Hill & Sons, Inc.
Contractor Name
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: 14-034-ND Tobasco Place Marina

Name of Contracting Entity: Mason & Bibb

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify.* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

238523

EERE-Verify™ User Identification Number

Date of Authorization: 8/17/09

By: Authorized Officer or Agent

Date: 8/14/14

(Name of Person or Entity)

Date: Donald G. Huff

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

14 DAY OF AUGUST, 2014

BEFORE ME ON THIS THE

Notary Public

My Commission Expires: 06/28/2015

[NOTARY SEAL]

JOHNNIE A. REID

NOTARY PUBLIC

PEACH COUNTY, GEORGIA

MY COMMISSION EXPIRES

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 89-603.
SECTION 00845
CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C., 1001.

Date 8/14/14  Sam Hall, Sr. Pw. (Name of Bidder)

Official Address
5432 Tinkervr Pk
Macon, GA 31216

By: Darrell Miller
Title: President

MACON-BIBB COUNTY, GEORGIA
TOSSESOFKEE MARINA PAVEMENT REHABILITATION
04/14/17 00845-1
STATE OF GEORGIA

Brian P. Kemp, Secretary of State
State Construction Industry Licensing Board
Utility Contractor

License No. UC300031                    Status: Active

Sam Hall & Sons, Inc.
5432 Tinker Dr
Macon GA 31216-5799

Expires: 4/30/2015                     Issued: 12/7/1993

Real-time license verification is available at sos.georgia.gov/plb

The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

Or visit us online at:
http://www.sos.ga.gov/plb/

STATE OF GEORGIA

Brian P. Kemp, Secretary of State
State Construction Industry Licensing Board
Utility Contractor

License No. UC300031 - Active

Sam Hall & Sons, Inc.
5432 Tinker Dr
Macon GA 31216-5799

Issued: 12/7/1993
Expires 4/30/2015

Real-time license verification is available at sos.georgia.gov/plb
Bld Bond

CONTRACTOR:
(Name, legal status and address)
Sam Hall & Sons, Inc.
6532 Tikker Drive
Macon, GA 31210

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER:
(Name, legal status and address)
Macon - Bibb County Board of Commissioners

BOND AMOUNT/STen Percent of Bid Amount—(10%)

PROJECT:
(Name, location or address, and Project number [if any])
Tobes Office / Martha Pavement Rehabilitation

The Contractor and Surety are bound to the Owner for the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this 14th day of August, 2014

[Signatures]

Sam Hall & Sons, Inc.
(Contractor as Principal)

[Seal]

[Title: President]

[Signature: President]

Philadelphia Indemnity Insurance Company

[Seal]

[Signature: Lynn Schiffel, Attorney-in-Fact]
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: the PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Brian Perry, Carl B. Weiss, Collette Stewart, Douglas L. Blakesley, Frank Anderson, Phillip, John H. Earl, Margaret S. Meyer, Richard W. Naylor, & Lynne Schieltz and Walter Hamilton Jr. of Sterling Risk Advisors, its true and lawful Attorneys in Fact with full authority to execute on its behalf bonds, undertakings, escrow agreements and other contracts of indemnity and writings obligatory to the parties thereto, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorize the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory to the parties thereto, issued in the course of its business and to bind the Company thereby, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And be it

FURTHER RESOLVED: That the signature of each officer and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 7th DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and having by me duly sworn said that he is the person subscribed and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

(Seal)

Notary Public: 

I, Craig P. Kelli, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In testimony whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of August, 2014.

Craig P. Kelli, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
Macon-Bibb County Government
Procurement Department
Government Center Annex
682 Cherry Street -- 8th Floor
Macon, Georgia 31201
(478) 803-0530
Fax (478) 751-7998

Nyeasha Daley, MBA, CPPB
Director of Procurement

Della Bridges, CPPQ, CPPB
Assistant Director of Procurement

August 4, 2014

ADDENDUM #2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 14-034-ND - Tobesoffee Marina Entrance Rehabilitation

The Invitation for Bids, referenced above, is modified as follows:

1. Revisions to Sheets 2 and 5 as a result of the mandatory site visit are incorporated by attachment.

2. Revision to Section II (3) of the invitation to bid.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents:

   a) Bid Form
   b) Bidder's Qualification Form
   c) List of Sub-Contractors
   d) Minority Participation Goal
   e) Bid Bond in amount of 5% of the total base bid
   f) E-Verify Affidavit
   g) Update: Copy of vendor's Utility Contractor License

Please incorporate this change into the invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Nyeasha Daley

Nyeasha Daley, MBA, CPPB
ADDENDUM #1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 14-054-ND: Tobsoffee Marina Pavement Rehabilitation

The Invitation for Bids, referenced above, is modified as follows:

1. To provide pdf of "Plans & Drawings" identified in the specifications.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Nyosha Daley

Nyosha Daley, MBA, CPPB
BIBB COUNTY, GEORGIA

TOBESOFKEE MARINA
PAVEMENT REHABILITATION

APRIL 2014
Project Number: 178207024

INDEX TO DRAWINGS
1 OF 6 COVER SHEET
2 OF 6 GENERAL NOTES & TYPICAL SECTION
3 OF 6 SUMMARY OF QUANTITIES
4 OF 6 DEMOLITION PLAN
5 OF 6 CONSTRUCTION PLAN
6 OF 6 STAGING PLAN
### Construction Data

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### Notes

- The contractor shall have the choice of the following materials:
- Base aggregate - 1.25 in.
- Course aggregate - 1.125 in.
- River sand 40
gg.

All materials to be used as directed by the engineer.
1. ENSURE THERE IS A CLEARLY IDENTIFIED CONSTRUCTION SET UP plan for trucking of the slabs. Slabs shall be designated with solid lines, and access maintained throughout construction.

2. UTILITY PIPES TO STAGE 1 BASEMENT MUST COME FROM AN \( x \) NOT TO BE USED IN BASEMENT UNTIL STAGE 1 CONSTRUCTION IS COMPLETE. EXCEPTIONS MAY BE APPROVED BY THE ENGINEER ON SITE.

3. ENSURE STAGE 1-2 A/C IS TO MAINTAIN ACCESS TO AT LEAST ONE ELEVATOR PUMP AT ALL TIMES.

4. STAGE 1 ELEPHANT CONSTRUCTION SHALL PROCEED AT A RATE TO ENSURE ACCESS TO VARIOUS AREAS.

5. STAGE 1 CONSTRUCTION SHALL PROCEED AT A RATE TO ENSURE ACCESS TO VARIOUS AREAS.

6. STAGE 1 CONSTRUCTION SHALL PROCEED AT A RATE TO ENSURE ACCESS TO VARIOUS AREAS.

7. IF HAZARDS, CONSTRUCTION OF ALTERNATE AREA SHALL BE CONTINUED WITH STAGE 1 AND STAGE 2 CONSTRUCTION. CONCRETE SHOULD BE LEFT TO WET PROPERLY OTHERWISE PLAN OF DRAINAGE COMPLETED.